REVISED AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Monday, September 29, 2025

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS
   - 5.1. Proclamation for National Cybersecurity Awareness Month — 7 - 8
     Agenda Item Report - AIR-25-306
   - 5.2. Proclamation for National Taiwan Day - October 10th — 9 - 10
     Agenda Item Report - AIR-25-313
   - 5.3. Proclamation for Jason Dwayne Campbell Foundation — 11 - 12
     Agenda Item Report - AIR-25-314
   - 5.4. Officer Commendations - Chief DeCoursey — 13 - 15
     Agenda Item Report - AIR-25-319
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA
   - 7.1. Approval of Minutes: — 16 - 51
     August 6, 2025 - Special Commission Meeting
     August 6, 2025 - Workshop Commission Meeting
     August 21, 2025 - Regular Commission Meeting
     Agenda Item Report - AIR-25-343
   - 7.2. Consideration and Approval of a bid award for ITB 25-03 to Headway Construction for the renovation of the third floor - Procurement Administrator Woodbury — 52 - 99
     RESOLUTION NO.: 2025-051
     A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE THIRD-FLOOR RENOVATION PROJECT TO HEADWAY CONSTRUCTION; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-336

7.3. Consideration and Approval of a bid award for ITB 25-04 to Quick Painting Group for the town hall exterior restoration and painting project - Procurement Administrator Woodbury 100 - 126

RESOLUTION NO.: 2025-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP IN THE AMOUNT OF $89,590.00; AUTHORIZING THE TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-337

7.4. Consideration and approval of recurring operational expenses necessary for the continued functioning of Town services - Procurement Administrator Woodbury 127 - 131

RESOLUTION NO.: 2025-053

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2025-26; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-338

7.5. 2025 Hallandale Beach Business Gala - Commissioner Mohammed 132 - 143

RESOLUTION NO.: 2025-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN TO SPONSOR A TABLE IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-347

7.6. Mutual Aid Agreement between the Pembroke Park Police Department and the Hallandale Beach Police Department - Chief DeCoursey 144 - 158

RESOLUTION NO.: 2025-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT BETWEEN THE PEMBROKE PARK POLICE DEPARTMENT AND THE HALLANDALE BEACH POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-339

7.7. DELL purchase for end of the year - IT Director Pakula 159 - 214

RESOLUTION NO.: 2025-056

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE INFORMATION TECHNOLOGY (IT) DIRECTOR TO PURCHASE END-OF-YEAR ITEMS FROM DELL AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-341

7.8. Consideration and approval of purchase of New Equipment for IT Department - IT Director Pakula 215 - 250

RESOLUTION NO.: 2025-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF NEW INFORMATION TECHNOLOGY EQUIPMENT IN THE AMOUNT OF $18,176.00; CONFIRMING THAT THE EXPENSE IS A BUDGETED ITEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-342

7.9. Consideration of a resolution directing the Town Manager to work with Gloria Rosen of Evershore Financial to provide whole life insurance as alternative to the town's group life insurance for all employees who reach the age of 65 years old - Town Manager Lynch 251 - 255

RESOLUTION NO.: 2025-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, IN COORDINATION WITH EVERSHORE FINANCIAL GROUP, TO IMPLEMENT A WHOLE LIFE INSURANCE PLAN AS A SUBSTITUTE FOR THE TOWN'S GROUP LIFE INSURANCE PLAN BENEFIT FOR ALL EMPLOYEES WHO REACH THE AGE OF SIXTY-FIVE (65) YEARS OLD; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-349

7.10. Consideration of a Resolution amending Resolution No. 04-01-03, increasing the Town's lien search fee from fifty dollars ($50.00) to seventy-five dollars ($75.00), effective January 1, 2026 - Town Clerk Garcia-Lima 256 - 260

RESOLUTION NO.: 2025-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING RESOLUTION NO. 04-01-03, ADOPTED ON JANUARY 14, 2004; INCREASING THE TOWN'S LIEN SEARCH FEE FROM FIFTY DOLLARS ($50.00) TO SEVENTY-FIVE DOLLARS ($75.00), EFFECTIVE JANUARY 1, 2026;

PROVIDING FOR AN EXPEDITED SERVICE FEE; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-344

7.11. Consideration and Approval of Agreement with Raftelis Financial Consultants, Inc - Public Services Director Odoms — 261 - 331

RESOLUTION NO. 2025-060
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-345

7.12. Consideration and approval of renewal of agreements with the Town's Lobbyist and Consulting Firms - Town Manager Lynch — 332 - 351

RESOLUTION NO: 2025-061
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE THIRD AMENDMENTS TO THE TOWN'S LOBBYIST AND CONSULTING CONTRACTS WITH TIDEWATER CONSULTING, CAS GOVERNMENTAL SERVICES, CAPITAL HILL CONSULTANTS, AND HELMICH CONSULTING, ATTACHED HERETO AS EXHIBITS A-D, RESPECTIVELY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-346

7.13. Consideration and approval of waiver of fees in the Building Department - Town Manager Lynch — 352 - 355

RESOLUTION NO.: 2025-062
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-351

7.14. Motion to Approve holding the Town's 2025 Holiday Party at Gigi's Restaurant and authorizing payment in an amount not to exceed $7,500.00. — 356 - 358

Agenda Item Report - AIR-25-348

7.15. Motion to Authorize the Town Manager to coordinate the demolition of the Parks' Buildings in Raymond P. Oglesby Preserve Park and Patrick Behan Park - Mayor Jacobs 359

Agenda Item Report - AIR-25-350

8. DISCUSSION

8.1. Consideration and Approval of donation to the Jason Dwayne Campbell Foundation, Inc. - Acting Clerk Commissioner Morrissette (ADDED) 360 - 362

RESOLUTION NO.: 2025-063

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE, FLORIDA, AUTHORIZING A ONE THOUSAND DOLLAR ($1,000.00) DONATION TO THE JASON DWAYNE CAMPBELL FOUNDATION, INC., AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-352

8.2. Motion to approve contract with Artistic Holiday Designs for a lighting display for a price not to exceed $97,000.00 - Town Manager Lynch (ADDED) 363 - 399

Agenda Item Report - AIR-25-353

9. ATTORNEY REPORTS

10. TOWN MANAGER REPORTS

11. COMMISSION REPORTS
Commissioner Mohammed
Acting Clerk Commissioner Morrissette
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

12. ANNOUNCEMENTS

12.1. Workshop Commission meeting, Wednesday, October 29, 2025
Regular Commission meeting, Wednesday, November 12, 2025

Special Events

Food Drive - Saturday, October 4, 2025 at 9:00 a.m.
Fall Festival - Friday, October 24, 2025 at 4:00 p.m.
Health Fair - Saturday, November 8, 2025 at 12:00 p.m. to 4:00 p.m.

13. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL

NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Proclamation for National Cybersecurity Awareness Month
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

October 2025 National Cybersecurity Month

TOWN OF PEMBROKE PARK

PROCLAMATION RECOGNIZING OCTOBER AS "NATIONAL CYBERSECURITY AWARENESS MONTH"

WHEREAS, *critical infrastructure sectors are increasingly reliant on information systems and technology. As technology continues to progress, all digital citizens, as well as our information infrastructure, face an increasing threat of malicious cyber-attack and significant financial and personal privacy losses due to identity theft and fraud; and*

WHEREAS, *whereby many government agencies are increasingly reliant on the Internet, information systems and other information technology resources to provide efficient, comprehensive, and effective services to the citizens we serve; and*

WHEREAS, *National Cybersecurity Awareness month is a national effort coordinated by a coalition of private companies, nonprofits, and government organizations to raise awareness about cybersecurity among all digital citizens, helping them to stay safer and more secure online; and*

WHEREAS, *maintaining the security of cyberspace is a shared responsibility in which each of us has a critical role to play, and awareness of information security essentials will improve the security of local government's information infrastructure and economy; and*

WHEREAS, *the U.S. Department of Homeland Security, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers and the National Cybersecurity Alliance have declared October as National Cybersecurity Awareness Month.*

NOW, THEREFORE, we, *Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, do hereby proclaim the month of October as:*

NATIONAL CYBERSECURITY AWARENESS MONTH

Dated the 29th day of September 2025.

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Proclamation for National Taiwan Day - October 10th
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Proclamation for National Taiwan Day October 10th

TOWN OF PEMBROKE PARK

PROCLAMATION RECOGNIZING OCTOBER 10TH, 2015 AS "TAIWAN DAY"

WHEREAS, *The Republic of China (Taiwan) observes the 114th National Day on October 10th, 2025; and*

WHEREAS, *e United States and Taiwan share a strong friendship rooted in the 1979 Taiwan Relations Act, with Taiwan playing a vital role in promoting democracy and stability in the Indo-Pacific under President Lai Ching-te; and*

WHEREAS, *the U.S. has reaffirmed its commitment to Taiwan, rejecting misinterpretations of UNGA Resolution 2758 and supporting peace across the Taiwan Strait; and*

WHEREAS, *Taiwan is the United States' 7th largest trading partner, as well as Florida's 4th largest bilateral merchandise trade market in the Asia-Pacific region; and*

WHEREAS, *the United States House of Representatives approved the United States-Taiwan Expedited Double-Tax Relief Act by an overwhelming majority on January 15, 2025, underscoring the high regard and strong support on both sides of aisle for addressing double taxation issues between the two countries; and*

WHEREAS, *Hurricane Helene and Hurricane Milton made landfall in September and October 2024, respectively, impacting vast areas and causing casualties and damage, and the Government of Taiwan donated $300,000 through the Taipei Economic and Cultural Office in Miami to the Florida Disaster Fund; and*

WHEREAS*, a new Memorandum of Understanding signed in January 2025 strengthens bilateral trade and investment cooperation; and*

WHEREAS*, Taiwan's meaningful participation in numerous international organizations, including the International Civil Aviation Organization, the World Health Organization, the United Nations Framework Convention on Climate Change, and the International Criminal Police Organization would benefit regional development, peace, and prosperity; and*

WHEREAS, *since the establishment of the Taipei Economic and Cultural Office in Miami in 1988, Taiwan has developed sister-state/sister-city relations with Florida, and we are and support Taiwan's mission of economic liberalization, democratization and significant international participation.*

NOW, THEREFORE, we, *Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, do hereby proclaim its recognition on this auspicious occasion of the 114th National Day of the Republic of China (Taiwan) and her achievements with our admiration and gratitude.*

Dated the 29th day of September 2025.

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Proclamation for Jason Dwayne Campbell Foundation
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Erik Morrissette, Vice Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

October 2025 Jason Dwayne Campbell

TOWN OF PEMBROKE PARK
PROCLAMATION

PROCLAMATION HONORING JASON DWAYNE CAMPBELL AND THE LAUNCH OF THE JASON DWAYNE CAMPBELL FOUNDATION, INC.

WHEREAS, *Jason Dwayne Campbell, born October 3, 1997, in Miami, Florida, was a beloved son, father, brother, cousin, and friend whose life reflected deep faith, boundless creativity, and an unwavering commitment to family and community; and*

WHEREAS, *Jason's legacy shines brightly through his children, Ja'Niyah, Carter, and Harmony, who were his greatest source of pride and purpose; and*

WHEREAS, *Jason inspired those around him through his talents as a poet, songwriter, and rapper, as well as through his entrepreneurial drive, determination, and vision for building a better future; and*

WHEREAS, *his life was tragically cut short on June 1, 2021, at only 23 years old, through an act of gun violence, a devastating loss that continues to be felt by his family, friends, and the wider community; and*

WHEREAS, *out of this loss has risen a movement of hope, resilience, and action: the Jason Dwayne Campbell Foundation, Inc., created to honor Jason's memory by advocating peace, empowering youth, supporting families affected by violence, and building opportunities for future generations; and*

WHEREAS, *the official launch of the Jason Dwayne Campbell Foundation, Inc. will be celebrated at a Gala on October 4, 2025, marking not only Jason's enduring impact but also a renewed commitment to the values he lived by — love, acceptance, faith, and perseverance; and*

WHEREAS, *Jason's words remind us all: "You have to love people for who they are. Life is all about accepting and denying," a philosophy that guides the Foundation's mission and calls us to carry forward his light;*

NOW, THEREFORE WE, *Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette, and Commissioner Ashira Mohammed, by virtue of the authority vested in us by the Town of Pembroke Park, do hereby present this Proclamation Honoring the Life Jason Dwayne Campbell and declaring October 4, 2025, as "Jason Dwayne Campbell Foundation Day"*

Dated the 29th day of September 2025.

_____
Mayor Geoffrey Jacobs

_____
Vice Mayor Musfika Kashem

_____
Clerk Commissioner William R. Hodgkins

_____
Acting Clerk Commissioner Erik Morrissette

_____
Commissioner Ashira Mohammed

Agenda Item Report

Subject:	Officer Commendations - Chief DeCoursey
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Commendation 09.10.2025

Town of Pembroke Park Police Department
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-374-8639 Phone
www.tppfl.gov

To: Daniel DeCoursey, ID #0037, Chief of Police

From: Jason Ochoa, ID #0038, Deputy Chief 0038

Date: September 10, 2025

Subject: Commendation – Outstanding Teamwork and Investigative Effort

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On Tuesday, September 9, 2025, Officer Anatus Belony responded to the Pembroke Park Police Department to meet with a female victim of domestic violence. The victim reported that she resides with the suspect, with whom she has been in a relationship for the past three years.

According to the victim, an argument ensued after she returned home from staying at a friend's residence. During the altercation, the suspect placed both hands around her neck, pushed her onto a couch, and applied pressure that restricted her airway. The victim stated she was unable to breathe during this assault. The suspect then struck her twice with an open hand to the left side of her face before once again grabbing her by the neck and applying pressure a second time. The victim reported that she struggled to breathe and gasped for air until the suspect ultimately released her.

Despite a language barrier, Officer Belony and Sergeant Eugene Mobley conducted a thorough initial investigation. Subsequently, they notified Detective Reinaldo Casas, who provided translation assistance and assumed the lead in the criminal investigation.

Later that day, officers coordinated a surveillance operation at the apartment complex where the victim and suspect reside. Detective Casas maintained surveillance and alerted units when the suspect returned to the property. Under the direction of Sergeant Dwaymon Cason, officers devised a tactical plan to approach the suspect's apartment. The plan prioritized the safety of the officers, the suspect, and residents within the complex. The operation was executed successfully, and the suspect was taken into custody without incident.

As a result of this coordinated effort, the suspect was arrested and charged with Felony Battery by Strangulation and Battery.

I would like to formally commend the following officers for their exemplary performance in this case:

- **Officer Anatus Belony (ID #0047)** – Responding/Investigating Officer
- **Sergeant Eugene Mobley (ID #0012)** – Bravo 1 Shift Supervisor
- **Detective Reinaldo Casas (ID #0040)** – Criminal Investigation/Translation Assistance

- **Sergeant Dwaymon Cason (ID #0013)** – Alpha 1 Shift Supervisor, Tactical Oversight
- **Officer Luma Noel (ID #0050)** – Tactical Support
- **Officer Eva Rimmer (ID #0021)** – Tactical Support

This investigation and arrest demonstrate the highest standard of teamwork, professionalism, and dedication. The coordinated actions of these officers not only brought a violent offender into custody but also reinforced our department's commitment to protecting victims of domestic violence and ensuring community safety.

X Jofol, 0038

Jason F. Ochoa
Deputy Chief

Daniel DeCoursey
Chief of Police

09/10/2025
Date

C: Officer Anatus Belony

Sergeant Eugene Mobley

Detective Reinaldo Casas

Sergeant Dwaymon Cason

Officer Luma Noel

Officer Eva Rimmer

Agenda Item Report

Subject:	Approval of Minutes: August 6, 2025 - Special Commission Meeting August 6, 2025 - Workshop Commission Meeting August 21, 2025 - Regular Commission Meeting
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

08.06.2025 - Special Commission Meeting - Draft
08.06.2025 - Workshop Commission Meeting - Draft
08.21.2025 - Regular Commission Meeting - Draft

MINUTES
SPECIAL COMMISSION MEETING

5:30 PM - Wednesday, August 6, 2025
Commission Chambers

The SPECIAL COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, August 6, 2025, at 5:30 PM, in the Commission Chambers, with the following members present:

PRESENT: Commissioner Ashira Mohammed; Acting Clerk Commissioner Erik Morrissette; Clerk Commissioner William Hodgkins; and Mayor Geoffrey Jacobs

EXCUSED:

Vice Mayor Kashem

1. CALL TO ORDER

Mayor Geoffrey Jacobs called to order at 5:31PM.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

The meeting was called to order at 5:31 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; and Geoffrey Jacobs, Mayor.

Additional staff in attendance were Cynthia Garcia-Lima, Town Clerk; and David Lynch, Town Manager.

4. DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

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

There were no public comments.

7. RESOLUTIONS

There were no resolutions.

10. NEW BUSINESS

Health Insurance Renewal – Expanded Family Coverage for All Employees - Benefits Consultant Gloria Rosen

Benefits Consultant Gloria Rosen presented information on the health insurance renewal and expanded family coverage proposal. She distributed two documents to the Commission: one regarding Mutual of Omaha benefits and another showing a breakdown of costs for expanded family coverage.

Ms. Rosen first reviewed the Mutual of Omaha benefits, explaining that rates for life insurance, accidental death, short-term disability, and long-term disability would remain unchanged. She noted there was a 3% increase for dental coverage, raising the cost from $40.17 to $41.38 per employee, while vision rates stayed the same.

Regarding health insurance through Blue Cross, Ms. Rosen reported a 6.85% increase, which she described as favorable compared to the 10-12% increases her other clients were experiencing. She mentioned ongoing negotiations between Memorial Hospital and Blue Cross Blue Shield, expressing hope that those would be resolved soon. As a precaution, she was obtaining quotes from other providers like Aetna, Cigna, AvMed, and UnitedHealthcare, though she noted other companies had indicated they couldn't match Blue Cross's benefits and rates.

Ms. Rosen then discussed the proposal to provide 100% coverage for employees' dependents, showing a cost breakdown for various coverage categories (single, employee-spouse, employee-children, and family). She explained this would cost the town approximately $4,767 per month to fully cover dependents. She noted that one advantage of the plan is that the family rate remains the same regardless of the number of children (up to four).

Mayor Jacobs provided historical context, explaining that when he arrived in 2019, insurance costs were extremely high. He described how he worked with Ms. Rosen and former staff to gradually improve benefits over four years. The mayor emphasized that this new proposal to cover 100% of family medical insurance represents a significant achievement, likely making Pembroke Park the only municipality in Florida to offer such comprehensive coverage. He noted this would put approximately $3,600 per year back into employees' pockets for those on non-single plans, while helping the town retain and attract

top talent.

The Town Manager confirmed that the anticipated cost would be approximately $57,000 per year, which he contextualized against an anticipated $3 million surplus in the current fiscal year's operating funds. He explained that the cost might increase to around $70,000 as more employees enroll family members during open enrollment, but this would still be well within the town's financial capacity.

Acting Clerk Commissioner Morissette sought clarification about the definition of "family," confirming that coverage would be limited to spouses and children, not extended family members like grandparents. Ms. Rosen explained that historically, some people had attempted to put aunts, uncles, and other extended family on insurance plans, which was illegal and had led to significant problems.

The Town Attorney requested that the exhibit showing employee names and plan types be struck from the public record due to potential confidentiality concerns.

ACTION: Commissioner Mohammed made a motion to approve the insurance benefits renewal. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

ACTION: Commissioner Mohammed made a motion to approve 100% coverage for family medical insurance. Acting Clerk Commissioner Morrissette seconded the motion, and it passed unanimously on a poll vote.

11. ATTORNEY COMMENTS

The Town Attorney reported two items:

1. He noted there was a scrivener's error in a previously adopted resolution regarding the rollback rate for the upcoming fiscal year. The correct rollback rate is 7.8676, and the resolution would be corrected and re-executed. The proposed millage rate of 8.5 was correctly transmitted to the property appraiser.

2. He informed the Commission about a July 25th opinion from the Florida Commission on Ethics regarding tickets to the Broward League of Cities annual installation gala. If the town purchases tickets for commissioners, they would be considered reportable gifts under Chapter 112, with one exception: the commissioner serving as the town's delegate to the League would not need to report their ticket as a gift.

The Town Attorney explained that reportable gifts must be disclosed quarterly by using Form 9, not on Form 1.

The Town Manager acknowledged that the Town Attorney received the distinguished service award from the Broward League of Cities.

13. COMMISSIONER COMMENTS

Commissioner Mohammed had no comments.

Clerk Commissioner Hodgkins had no comments.

Mayor Jacobs stated that the expanded health insurance coverage represented a huge step forward for the town, helping the community and assisting in recruiting top talent. He also mentioned that a new hospital was being built on Hallandale Beach Boulevard near Wawa, which would be beneficial for the town's senior citizens.

Acting Clerk Commissioner Morrissette had no comments.

12. TOWN MANAGER COMMENTS

Town Manager had no comments.

15. ADJOURNMENT

Commission approved on:
ATTEST:

Cynthia Garcia-Lima, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.
Any person requiring auxiliary aids and services at this meeting may call the Town Clerks Office at 954-966-4600 at least two calendar days prior to the meeting. If you are hearing or speech impaired please contact the Florida Relay Services by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD)
DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

MINUTES
WORKSHOP COMMISSION MEETING

6:00 PM – Wednesday August 06, 2025
Commission Chambers

The WORKSHOP COMMISSION MEETING of the Town of Pembroke Park was called to order on Wednesday, August 06, 2025, at 6:00 PM, in the Commission Chambers, with the following members present:

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

1 CALL TO ORDER

Mayor Jacobs called the meeting to order at 6:01pm.

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners.

3 ROLL CALL

The meeting was called to order at 6:01 pm by Mayor Jacobs. Present at the meeting were Ashira Mohammed, Commissioner; Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor; Geoffrey Jacobs, Mayor.

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

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

No deletions or withdrawals to the agenda were noted.

5 PRESENTATIONS

5.1 Proclamation Honoring the Life and Legacy of R. Pete Bittle

5.2 Presentation of the Town's Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2024, by the Town's Independent Auditors, James Moore, Representative Zach Chalifour, CPA

Zach Chalifour, Partner at James Moore & Company, presented the results of the Town's annual audit for the fiscal year ending September 30, 2024. He began by thanking the Town Commission for the opportunity to serve as the Town's external auditors and expressed appreciation for the cooperation and dedication of Town staff—particularly David and James—for their efforts in completing the audit by the State of Florida's June 30th deadline.

Mr. Chalifour explained that reports that were issued as part of the audit process:

1. Audit Report on the Financial Statements

   The Town received an unmodified opinion, which is the highest level of assurance an auditor can provide. This indicates that the financial statements are fairly presented in all material respects, in accordance with generally accepted accounting principles.

2. Report on Internal Control and Compliance

   This report identified five comments, including:

   - Two material weaknesses:
     - Timeliness of reconciliations and late audit adjustments
     - Delays in completing bank reconciliations

   - Three significant deficiencies:
     - Accounts payable reconciliations
     - Purchasing procedures
     - Capital asset reconciliation processes

3. State of Florida Compliance Reports

   - Two reports required by the State of Florida were issued, which included five recommendations. Importantly, no financial condition issues were identified.

4. Pension Reporting

- The Town reports a net pension liability of nearly $5 million related to the Florida Retirement System (FRS); however, the Town has made all required contributions.
- The Commissioner Pension Plan is reported to be approximately 100% funded, reflecting strong financial stewardship.

Key Financial Highlights**:**

- The General Fund ended the fiscal year with a total fund balance of over $9.25 million, representing approximately 8 months of reserves, or 68% of annual expenditures.
- This reflects an increase from the prior year, due in part to a $3 million restatement correcting errors in the previous year's financial statements.
- The business-type funds (sewer and stormwater) showed stable or slightly positive financial trends, indicating sound fiscal management in those areas.

When asked to rate the Town's financial position on a scale of 1 to 10, Mr. Chalifour stated that the Town is financially stable but emphasized that improvements are still needed in internal controls and financial processes.

Regarding potential future impacts from federal changes, he noted that the firm is monitoring the situation but cannot predict specific outcomes at this time.

Acting Clerk Commissioner Morrissette thanked the Finance Department staff for their dedication and hard work in completing the audit on time.

Town Manager Lynch clarified that many of the audit findings were related to issues that occurred prior to the arrival of the current Finance Director and administrative team.

Finance Director Davermann added that additional internal controls have already been implemented to address the audit findings, and that the audit firm will verify their effectiveness during the next audit cycle.

6 REPORTS OF COMMITTEES AND TOWN STAFF

6.1 Department Updates

Mayor Jacobs provided an update on the Administration, highlighting recent staffing changes and ongoing efforts to close out long-standing grants. He emphasized that, under the leadership of the Town Manager, departments are being properly staffed, and contractors are being held accountable for performance and deliverables.

Vice Mayor Kashem reported that there were no new finance updates at this time but stated she would provide a detailed report at the next meeting.

Finance Director Davermann shared that he has extended standing invitations to each Commissioner for one-on-one budget reviews. He is currently preparing slides for the upcoming budget presentation and is also working on a formal budget book that will include professional graphics. The presentation is expected to be ready for Commission review at the next meeting.

Clerk Commissioner Hodgkins reported that the Public Works Department has a strong and dedicated crew working in the field. However, some projects have experienced delays due to parts availability issues.

Acting Public Services Director Odoms provided several updates:

- Southwest 52nd Avenue Depression: The Town is working with Flo Tech and Southeastern Engineering to televise and excavate the area to identify the cause and make necessary repairs.
- 25th Street Stormwater Project: The project has been awarded to Southeastern Engineering, with excavation and construction expected to begin in late August or early September.
- Project Progress: Many previously stalled projects are now moving forward.
- Grant Reimbursements: The department is actively working to close out grants for reimbursement, which will help the Town qualify for additional funding to support ongoing infrastructure rehabilitation.

Acting Clerk Commissioner Morrissette reported that the Police Department is performing exceptionally well and is nearly fully staffed.

Chief Dan DeCoursey of the Police Department highlighted several accomplishments:

- Successful implementation of the FDLE Fibers grant ($287,347.80) for a new records management system
- Body-worn camera and taser upgrades through Axon
- Recognition in the Florida Law Enforcement Liaison Programs Traffic Safety Challenge (2nd place)
- Commendation from BSO for fingerprint analysis by officers
- Recruitment and team expansion with new officers and nearly full staffing
- Joint training with Sea Ranch Lakes Police Department
- Progress on accreditation preparations
- Utilization of ARPA funds for equipment
- Improved relationships with the State Attorney's Office
- Implementation of a wellness program with a licensed psychologist
- Future plans to expand operational capacity including federal task force positions and community policing

Fire Chief Kane from BSO Fire Rescue presented call statistics for three months: April (202 calls), May (183 calls), and June (174 calls). He noted the downward trend is typical for summer when many residents are away.

7 OLD BUSINESS

7.1 Update to Ekos Developer's Agreement - Town Planner Michael Vonder Meulen

Town Planner Michael Vonder Meulen provided an update on the Ekos project developer’s agreement, which was originally scheduled for adoption at the May 14th meeting but was withdrawn by Town staff due to new information.

Mr. Vonder Meulen explained that the Ekos project was initially planned to connect to the county sewer system, which would have bypassed the Town’s infrastructure and resulted in lost utility revenue. However, after further review with engineering consultants, it was discovered that a Town-owned manhole is located on or near the project site. As a result, the developer has agreed to connect to the Town’s sewer system at their own expense, which will now generate ongoing revenue for the Town.

Due to this change, the need for a formal developer’s agreement has been significantly reduced. The original agreement included three main provisions:

1. EV Charging Stations – These are already included in the submitted building plans.
2. Construction of a Town Welcome Sign – This can now be addressed through a simpler agreement or permit process.
3. $200,000 Contribution – This is no longer necessary, as the Town will benefit from long-term sewer service revenue.

Town Attorney Horowitz added that this update was provided to close the loop with the Commission, as they had anticipated reviewing a developer's agreement at the May meeting. He confirmed that separate mechanisms will be used to ensure the welcome sign is constructed as planned.

8 NEW BUSINESS

8.1 Extension of Moratorium on Self-Storage Facilities – Additional 6 Months - Town Planner Michael Vonder Meulen

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, EXTENDING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF-STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO CONTINUE UNDERTAKING THE NECESSARY STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Michael Vonder Meulen explained that the moratorium for self-storage in the M1 zoning district expired on May 6th. In an abundance of caution, while still processing the M1 code amendment for self-storage through the Planning and Zoning Board and Town Commission, staff recommend extending the moratorium for another six months.

The Commission agreed to place this as a line item on the regular meeting agenda as it requires a public hearing.

Mr. Vonder Meulen also noted that the moratorium on certain prohibited signs expired on June 1st.

Town Attorney Horowitz explained this was related to the overall sign code rewrite, and that previously the Commission had stayed enforcement of A-frame/sandwich board signs pending review of the code.

The Commission agreed to add this as a line item to the regular meeting agenda.

Mr. Vonder Meulen further mentioned that the Town planning staff is working on six text amendments to various sections of the code, including self-storage, sign code, color palette guidelines, live local ordinance, parking code for EV charging, alcohol licensing, and plating regulations.

8.2 Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planner Von Der Meulen
File No.: 25-Z-03
Request: M-1 Text Amendment
ORDINANCE NO.: 2025-XXX
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Michael Vonder Meulen presented a proposed text amendment to allow certain big box retailers in the M-1 zoning district. This amendment would help facilitate potential hardware store development in town. The amendment would restrict big box retail to Hallandale Beach Boulevard and include provisions regarding hours of operation.

Mr. Vonder Meulen explained that one property involved in the development is currently a self-storage facility zoned M-1, and the current

owner is concerned about the facility becoming non-conforming if rezoned. The proposed text amendment would satisfy requirements while limiting the impact to specific areas.

The Commission agreed to place this item on the regular meeting agenda as a line item requiring a public hearing.

8.3 Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann

RESOLUTION NO.: 2025-023

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

Town Attorney Horowitz presented this item as a housekeeping measure to update the signatory authority following changes in Commission officers. This would update records with financial institutions regarding signing authorities.

Mayor Jacobs expressed concerns about digital signatures being used without proper review, citing past issues where he had found errors in checks presented for signature. He emphasized the legal liability that falls on commissioners whose signatures appear on financial documents.

Finance Director Davermann explained that the current check process requires approval from three different levels before checks are issued, creating an audit trail within the accounting system. However, he acknowledged the commissioners' concerns about authorization and transparency.

The Commission agreed to direct the Town Manager and Finance Director to develop a policy regarding check signing procedures and bring it back to the Commission.

The resolution will be placed on the consent agenda for the regular meeting.

8.4 Consideration and Approval of Agreement with the Broward County Supervisor of Elections for the 2026 State Primary and General Elections - Town Clerk Garcia-Lima

RESOLUTION NO.: 2025-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE 2026 PRIMARY AND GENERAL ELECTIONS, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Clerk explained that the Supervisor of Elections has sent an agreement for the use of the chambers and park for the 2026 General election and primaries.

The Commission agreed to place this as a line item on the regular meeting agenda.

8.5 Resolution Appointing Jeffrey Odoms as Public Services Director - Town Manager Lynch

RESOLUTION NO.: 2025-025

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

Clerk Commissioner Hodgkins requested that this item be tabled for 60 days to allow more time to evaluate Mr. Odoms' performance, noting that many commissioners had been away and Mr. Odoms had only been in the position for a short time.

Mayor Jacobs disagreed, stating he has been in regular communication with Mr. Odoms and has been impressed with his work in getting the Public Services department functioning properly.

Acting Clerk Commissioner Morrissette and Vice Mayor Kashem suggested following the established hiring process, including open advertising of the position.

Town Manager Lynch stated he would make his case for the appointment at the next regular meeting.

The Commission agreed to place this as a line item on the regular meeting agenda.

8.6 Consideration and possible approval of the Reciprocal Use Agreement - Town Manager David Lynch

RESOLUTION NO. 2025-026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch explained that when organizing the health fair at Raymond Preserve Park, he contacted the local schools to request use of their parking lot. Rather than a simple agreement between neighbors, the school district required a formal legal document prepared by their attorneys. While expressing frustration with the bureaucracy involved, he recommended approval of the agreement.

The Commission agreed to place this on the consent agenda for the regular meeting.

8.7 Ratification of Agreements Executed by the Town Manager Pursuant to Temporary Delegated Authority

Resolution No. 2025-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch requested that the EDJ landscaping contract be withdrawn from consideration for ratification due to recent issues that required further review.

Commissioner Mohammed raised questions about the gas and diesel contract, specifically regarding what would happen when the property owner for the adjacent property, begins development of his property.

Town Manager Lynch explained that an engineer is studying the permanent location for the tanks, and the property owner has given written permission for the current arrangement for at least 15 months. He noted that FEMA had commended the Town for having an independent fueling source during emergencies.

The Commission agreed to place the remaining items on the consent agenda for the regular meeting.

8.8 Approve Resolution Declaring Surplus Equipment and Authorize Disposal - Interim Director Odoms (ADDED)

RESOLUTION NO.: 2025-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS OR OBSOLETE; DIRECTING SALE OR DISPOSAL OF SURPLUS OR OBSOLETE PERSONAL PROPERTY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Town Attorney Horowitz explained that under a relatively new statute, any property estimated to be more than $5,000 needs to be publicly advertised before being sold or auctioned. He noted that violating this provision is a second-degree misdemeanor, and they will work with the Clerk's office to ensure proper advertising.

The Commission agreed to place this on the consent agenda.

8.9 Approval of Minutes - Town Clerk Garcia-Lima (ADDED)

April 23, 2025 - Special Commission Meeting
April 29, 2025 - Special Workshop Commission Meeting
April 30, 2025 - Workshop Commission Meeting

The Commission agreed to place this on the consent agenda.

9 DISCUSSION

9.1 Recognition from Feeding South Florida for Town Donation

This item was briefly acknowledged as a thank you letter from Feeding South Florida in appreciation for the Town's contribution.

9.2 Consideration of approval of eliminating Business Tax Receipts (BTRs) - Town Manager Lynch

ORDINANCE NO.: 2025-003 - SECOND READING AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Town Manager Lynch explained that the proposal to eliminate business tax receipts has generated significant positive press for the Town and excitement in the business community. He noted it was approved 5-0 on first reading and anticipates a well-attended media event when it passes on second reading at the August 21st meeting.

The Commission agreed to place this as a line item on the regular meeting agenda as it requires a public hearing for second reading.

9.3 Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch

ORDINANCE NO. 2025-XXX AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE _____ ELECTION BALLOT [JGH1]AND IT SHALL

BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Lynch presented the concept of a tax abatement referendum to give the Commission the authority to consider individual tax abatement applications as an economic development tool. He explained that under Florida law, the Commission cannot approve tax abatements without voter approval to include this tool in the Town's options. He introduced Joe Lacayo, Business Relations Manager, and Marisol Zayas, Applicant Advocate, who are working to improve relationships with local businesses.

Town Attorney Horowitz clarified that the referendum would be for the November 2026 election, as the Broward County Supervisor of Elections only conducts municipal elections in March or November. He explained that the ballot language is specifically prescribed by state law.

Mayor Jacobs suggested using the November date to allow time for other potential charter items to be considered as well.

The Commission agreed to place this as a line item on the regular meeting agenda.

9.4 Discussion and possible action on the utilization of the vacant lot behind Channel 10 - Clerk Commissioner Hodgkins

Commissioner Hodgkins explained that a contractor who had filled in a lake for the Amazon development has been using a town-owned lot behind Channel 10 for the past five years, even though the lake project was completed years ago. He suggested either creating a formal agreement with proper insurance coverage or reclaiming the lot for town use, possibly for storage of town vehicles.

Mayor Jacobs mentioned various ideas that had been discussed for the lot over the years, including a new town hall or a container park similar to one in Orlando that could keep visitors in the town. He noted challenges with access to the property and suggested selling the lot to fund park improvements.

Town Attorney Horowitz explained that there is currently no lease or license agreement giving the contractor the right to store equipment on public property. There is only a hold harmless agreement from 2015 providing indemnification.

The Commission directed the Town Attorney to work on a license agreement with annual renewal for the property.

9.5 Discussion and Direction Regarding Implementation of a Narcan (Naloxone) Distribution Plan - Acting Clerk Commissioner Morrissette

Acting Clerk Commissioner Morissette explained that due to the opioid settlement with Purdue, the Town has access to free Narcan. He proposed making it available at the police department, front desk, and fire station, and organizing training events to teach residents how to use it. He emphasized that there would be no cost to the city and that saving even one life would make it worthwhile.

The Commission supported the initiative and directed Acting Clerk Commissioner Morissette to spearhead the program.

9.6 Federal Railroad Administration (FRA) Inspection – Quiet Zone Compliance at Hallandale Beach Boulevard Crossing (DOT #628290Y) - Acting Public Services Director Odoms

Jeff Odoms, Acting Public Services Director, explained that a recent inspection revealed that the Town needs to add a gate on the west side of the north side of Hallandale Beach Boulevard and update markings and signage to maintain the quiet zone designation. Without these improvements, trains would be required to sound their horns when passing through the town. Mr. Odoms estimated the cost at approximately $300,000 and noted that a response is required within 30 days of notification.

The Commission directed him to proceed with the response and placed the item on the consent agenda.

9.7 Discussion and Direction Workforce and Operational Audit for Staffing Optimization - Commissioner Mohammed

Commissioner Mohammed requested an audit to identify workforce staffing deficiencies and redundancies, evaluate job functions and descriptions, and ensure the Town is meeting community requirements.

Mayor Jacobs suggested that with a skilled HR director and Town Manager in place, as well as an independent pay study already completed, the work could be done internally without hiring an outside consultant.

The Commission directed the HR Director to handle this internally.

9.8 Discussion and possible action to implement a Pembroke Park Paper Reduction Act and authorize implementation of Town-wide paper reduction initiatives - Mayor Jacobs (ADDED)

Mayor Jacobs explained that the Town has been working to reduce paper usage, particularly in the building department, to reduce costs associated with paper, ink, and copy machines. While acknowledging that some paper documents are required by law, he wants the Town to continue moving toward paperless operations where possible.

Acting Clerk Commissioner Morrissette noted that Denmark has been paperless in government administration for 25 years.

The Commission directed the Town Manager to continue paper reduction initiatives.

9.9 Review the responsibilities and expectations for elected officials serving the Town of Pembroke Park - Mayor Jacobs (ADDED)

Mayor Jacobs emphasized that commissioners should work closely with their department heads to understand Town operations and be able to answer questions. He stressed the importance of being actively involved in town projects and timelines.

Acting Clerk Commissioner Morrissette expressed the view that department heads are the experts and should continue making presentations at meetings.

Mayor Jacobs indicated the discussion would continue at the next workshop.

9.10 Interference with Town Staff - Mayor Jacobs (ADDED)

Mayor Jacobs reminded commissioners that they cannot give direct instructions to town staff, as only the Town Manager has that authority.

Commissioners should work through directors and department heads for all town businesses.

9.11 Discussion and possible action regarding BSO fire department/contract and leadership - Mayor Jacobs (ADDED)

Mayor Jacobs suggested appointing Commissioner Mohammed to review fire department contracts due to her legal background. Town Manager Lynch welcomed the assistance, noting that Commissioner Mohammed's historical knowledge would be valuable.

After some discussion, Commissioner Mohammed declined the assignment, and the Commission accepted her decision.

9.12 Discussion and possible action regarding mobile homes and sewer septic systems - Mayor Jacobs (ADDED)

Mayor Jacobs raised the ongoing issue of the Town being responsible for sewer and septic systems in privately owned mobile home communities, dating back to the late 1990s when a mobile home park owner who was also a commissioner deeded utilities to the Town.

The Commission discussed the broader issues affecting mobile home communities, including rising rents and fees, evictions due to redevelopment, and the lack of affordable housing options.

Mayor Jacobs recounted the Trinity mobile home park situation where nearly 300 senior citizens received eviction notices, and despite the Town's efforts to provide resources, many residents struggled to find new homes.

The Commission directed the Town Manager to investigate the utility issue further and bring back information for future discussion.

9.13 Discussion and possible action regarding fire hydrants in the mobile home parks - Mayor Jacobs (ADDED)

Mayor Jacobs highlighted the lack of fire hydrants in several mobile home parks, including Park Lake, Lone Pine, Holiday Park, and La Siesta. He described a past fire incident where firefighters had to run hoses a long distance to reach the fire.

Town Manager Lynch mentioned that he and the fire chief have developed a plan for hydrant installation, which may involve an assessment program since the hydrants would be placed on privately owned land.

The Commission directed him to continue working on a solution.

10 ATTORNEY COMMENTS

Town Attorney Horowitz had no comments.

11 TOWN MANAGER COMMENTS

Town Manager Lynch had no comments.

12 COMMISSIONER COMMENTS

12.1 Commissioner Mohammed had no comments.

Acting Clerk Commissioner Morrissette had no comments.

Clerk Commissioner Hodgkins had no comments.

Vice Mayor Kashem - announced that Pembroke Park has established a sister city relationship with Dinajpur, Bangladesh, with the agreement signed on July 30. She thanked the commissioners for their support and indicated she would present more information at the next commission meeting.

Mayor Jacobs had no comments.

13 ANNOUNCEMENTS

13.1 Special Magistrate Hearing, August 20, 2025, at 9:00 a.m.

Regular Commission Meeting, August 21, 2025, at 7:00 p.m.
Workshop Commission Meeting, August 27, 2025, at 6:00 p.m.

14 ADJOURNMENT

With no further business the meeting adjourned at 9:00pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

Commission approved on:

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

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

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

MINUTES REGULAR COMMISSION MEETING

7:00 PM - Thursday, August 21, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, August 21, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

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

EXCUSED:

Commissioner Ashira Mohammed was absent.

1 CALL TO ORDER

Mayor Geoffrey Jacobs called the meeting to order at 7:04 P.M.

2 PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3 ROLL CALL

The meeting was called to order at 7:04 pm by Mayor Jacobs. Present at the meeting were Erik Morrissette, Acting Clerk Commissioner; William Hodgkins, Clerk Commissioner; Musfika Kashem, Vice Mayor; Geoffrey Jacobs, Mayor.

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

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

There were no deletions or withdrawals to the agenda.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Commendations for Officer Esteva, Sergeant Mobley and Officer Rimmer - Police Chief DeCoursey

Police Chief DeCoursey requested to move this item to a later point in the meeting as the officers were not yet present.

Police Chief DeCoursey called Sergeant Mobley and Officer Rimmer forward to recognize their outstanding work. He explained that they, along with Officer Esteva (who was absent due to childcare issues), had been formally recognized by the Broward County Sheriff's Office Crime Lab latent print unit for their expertise in processing crime scenes and lifting fingerprints that led to the identification of suspects.

Chief DeCoursey noted that collecting latent prints is a tedious job that requires meticulous attention to detail. He emphasized that the quality of the prints collected by these officers gave analysts the best possible opportunity to make critical identifications. He mentioned that Officer Rimmer had received two recognitions in separate cases.

The Commission congratulated the officers, and photographs were taken to commemorate the recognition.

5.2 Presentation of Officer Robert Bethea

Police Chief DeCoursey introduced Officer Robert Bethea, explaining that he was previously employed with the Tallahassee Police Department and the Florida Game Control Commission. Chief DeCoursey highlighted Officer Bethea's extensive experience, including his assignments to IRS task forces and narcotics cases, as well as his certification in downloading and extracting data from phones. Chief DeCoursey noted that Officer Bethea brings significant investigative and patrol experience that will be valuable for mentoring younger officers.

5.3 Presentation of Officer Qingyu Liu

Chief DeCoursey then introduced Officer Liu, who previously served with the Broward County Sheriff's Office for 6.5 years. He noted that Officer Liu speaks and writes Mandarin Chinese, which has made him a valuable resource for translations requested by federal, state, and local agencies.

Chief DeCoursey mentioned that the department currently has only one vacancy.

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Mayor Jacobs expressed concern about not having seen Mr. Roach, a regular attendee, for about three months. The mayor requested a welfare check be conducted on him.

No members of the public came forward to speak.

7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Garcia-Lima
April 23, 2025 - Special Commission Meeting
April 29, 2025 - Special Workshop Commission Meeting
April 30, 2025 - Workshop Commission Meeting

7.2 Approve Resolution Declaring Surplus Equipment and Authorize Disposal - Interim Director Odoms

RESOLUTION NO.: 2025-022

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS OR OBSOLETE; DIRECTING SALE OR DISPOSAL OF SURPLUS OR OBSOLETE PERSONAL PROPERTY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

7.3 Consideration and approval of Updated Authorized Signatories for Town Accounts - Finance Director Davermann

Resolution No.: 2025-023

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING FOR THE AUTHORIZED

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

7.4 Consideration and possible approval of the Reciprocal Use Agreement - Town Manager David Lynch

RESOLUTION NO. 2025-026

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A RECIPROCAL USE AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

7.5 Ratification of Agreements Executed by the Town Manager Pursuant to Temporary Delegated Authority

RESOLUTION NO. 2025-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING CERTAIN AGREEMENTS EXECUTED BY THE TOWN MANAGER PURSUANT TO RESOLUTION NO. 2025-020; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

7.6 Federal Railroad Administration (FRA) Inspection – Quiet Zone Compliance at Hallandale Beach Boulevard Crossing (DOT #628290Y) - Acting Public Services Director Odoms

RESOLUTION NO.: 2025-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, DIRECTING STAFF TO INITIATE CORRECTIVE ACTIONS TO PRESERVE THE TOWN'S QUIET ZONE STATUS; AUTHORIZING COORDINATION WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), THE FEDERAL RAILROAD ADMINISTRATION (FRA), AND OTHER RELEVANT AGENCIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

8 RESOLUTIONS

8.1 Consideration and Approval of Agreement with the Broward County Supervisor of Elections for the 2026 State Primary and General Elections - Town Clerk Garcia-Lima

Resolution No.: 2025-024

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR THE 2026 PRIMARY AND GENERAL ELECTIONS, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Kashem made a motion to approve Resolution 2025-024. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

9 ORDINANCES - SECOND READING

9.1 Consideration of approval of eliminating Business Tax Receipts (BTRs) - Town Manager Lynch

ORDINANCE NO.: 2025-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Town Manager Lynch presented the ordinance for second reading, which would eliminate Business Tax Receipts (BTRs) in the town.

Mayor Jacobs opened the public hearing. With no public comments, the hearing was closed.

During discussion, Mayor Jacobs explained that the BTR was an extra fee businesses had to pay just to open their doors, and that the amount collected was only covering the cost of operation. He noted that in his

personal experience, it took nearly four months to get a BTR from the town when he opened his business, while getting one from the county took less than two hours.

Vice Mayor Kashem expressed concerns about eliminating taxes from large businesses like Amazon and Coca-Cola, believing they should contribute taxes to help fund town projects.

Mayor Jacobs clarified that this was not eliminating businesses from paying their fair share of taxes but rather removing an additional licensing fee that was particularly burdensome for small business owners.

Town Manager Lynch added that the fees used to be called occupational licenses and were changed to BTRs about 7-8 years ago. He noted that administering the licenses was not cost-effective for the town.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve Ordinance No. 2025-003, eliminating Business Tax Receipts. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

10 ORDINANCES - FIRST READING

10.1 Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planner Von Der Meulen
File No.: 25-Z-03
Request: M-1 Text Amendment
ORDINANCE NO.: 2025-004
AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Planner Michael Von Der Meulen presented the ordinance, explaining that it would amend the M-1 zoning district to allow big box retail locations within the district, subject to certain size requirements. He noted this would assist Home Depot in moving forward with their plans, while ensuring that existing businesses like self-storage facilities would not become non-conforming if Home Depot did not proceed. The amendment would also exempt retail from the hours of operation restrictions currently in place for the M-1 district.

Mayor Jacobs opened the public hearing. With no comments from the public, the hearing was closed.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Ordinance No. 2025-004, on first reading. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

10.2 Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney presented Ordinance No. 2025-005, which would submit a referendum on economic development ad valorem tax exemption to the voters in the November 3, 2026, election.

The Town Attorney explained that the ballot language was taken directly from state law and cited the Florida Constitution. He clarified that if

approved by voters, the Commission would still have the authority to vote on each tax abatement proposal individually.

Mayor Jacobs opened the floor for public comment. With no comments, public comments were closed.

ACTION: Vice Mayor Kashem made a motion to approve Ordinance No. 2025-005, on first reading. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

11 PUBLIC HEARING

11.1 Extension of Moratorium on Self-Storage Facilities – Additional 6 Months - Town Planner Michael Vonder Meulen

RESOLUTION NO. 2025-029

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, EXTENDING A TEMPORARY MORATORIUM ON PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF-STORAGE USES WITHIN THE TOWN; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR THE TOWN MANAGER'S DESIGNEE, TO CONTINUE UNDERTAKING THE NECESSARY STUDY AND REVIEW OF THE TOWN'S REGULATIONS REGARDING THE SAME; PROVIDING THAT UPON THE ADOPTION OF THIS RESOLUTION NO PROCESSING, APPROVAL OR ISSUANCE OF BUILDING PERMITS, ENGINEERING PERMITS, UTILITY PERMITS OR DEVELOPMENT ORDERS FOR ANY SELF STORAGE USES SHALL BE ISSUED WITHIN THE AFFECTED AREAS DURING THE TIME PERIOD COVERED BY THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Planner Michael Von Der Meulen presented Resolution No. 2025-029, requesting a 6-month extension of the moratorium on self-storage facilities. He explained that the previous moratorium had expired in May, but no applications had been submitted between May and the present meeting. He informed the Commission that his office had just filed an ordinance amendment with the Town Clerk to be present at the next commission workshop.

Mayor Jacobs opened the public hearing. With no comments from the public, the hearing was closed.

ACTION: Acting Clerk Commissioner Morrissette made a motion to approve Ordinance No. 2025-029, extending the moratorium on self-storage facilities for an additional 6 months. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

12 OLD BUSINESS

There was no old business discussed.

13 DISCUSSION

13.1 Resolution Appointing Jeffrey Odoms as Public Services Director - Town Manager Lynch

Resolution No. 2025-025

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

Town Manager Lynch presented Resolution No. 2025-025, recommending the appointment of Jeffrey Odoms as Public Services Director. He explained that normally when a vacancy occurs, the next person in line would step up while a general search was conducted. However, in this case, Osmanny Olarzabal preferred to remain in his current position rather than serve in an acting capacity.

Town Manager Lynch described how he found Jeffrey Odoms, who was formerly the Public Works Director at Hallandale Beach. He emphasized that Mr. Odoms had immediately begun addressing infrastructure issues and ensuring that funding from state agencies was properly managed. Town Manager described Odoms as a "gold nugget" and noted that everyone had been impressed by his performance.

Mayor Jacobs added that since 2019, the town had experienced challenges with several previous Public Works Directors, including one who took project binders containing all documentation when they left. He emphasized that Mr. Odoms had been rebuilding all those projects in just two and a half months. Mayor Jacobs noted that Mr. Odoms had a stellar reputation and was doing a phenomenal job getting the department back on track.

Clerk Commissioner Hodgkins mentioned that Mr. Odoms had agreed to work a five-day week despite his previous four-day schedule at Hallandale, demonstrating his commitment to the town.

Acting Clerk Commissioner Morissette welcomed Mr. Odoms, noting that the Town Attorney had assured him there was nothing controversial or illegal about the hiring process.

ACTION: Vice Mayor Kashem made a motion to approve Resolution No. 2025-025, appointing Jeffrey Odoms as Public Services Director. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

13.2 Consideration and Approval of License Agreement with Westwind Contracting for Storage of Equipment on Town Property - Town Manager Lynch

Town Attorney explained that this item was initially presented by Clerk Commissioner Hodgkins related to the vacant lot next to Channel 10, where Westwind Contracting has been storing heavy equipment since 2015. The agreement would formalize a relationship between Westwind and the town through a license agreement (not a lease) providing a right to use and access the location.

The Town Attorney noted that Mr. Polizzi from Westwind had offered a $10,000 annual license fee, with yearly renewal that could be terminated by either party with 90-day notice. If the town needed the property sooner for development purposes, there was a mechanism for early termination with 60 days' notice to vacate.

During discussion, Mayor Jacobs initially favored the $1 annual fee mentioned at a previous workshop, noting Westwind's contributions to the community and that the town was using Westwind's property as well. However, Mr. Polizzi stated he was comfortable with providing the $10,000 annual fee, seeing it as a way to give back to the town while also formalizing the arrangement.

Acting Clerk Commissioner Morissette emphasized the importance of transparency in the arrangement, which Mr. Polizzi agreed with.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Mr. Pollizi’s offer of a $10,000 annual license fee with the other terms

discussed. Vice Mayor Kashem seconded the motion, and it passed unanimously on a poll vote.

ACTION: Vice Mayor Kashem made a second motion to approve the license agreement as amended. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

14 ATTORNEY REPORTS

The Town Attorney mentioned that at the last Commission workshop, Vice Mayor Kashem had inquired about ethics training. He noted that several commissioners had already satisfied the training requirement for the year, either through the Inspector General's office or the League of Cities. He said that his office was happy to coordinate additional training for any commissioners who needed it.

15 TOWN MANAGER REPORTS

Town Manager Lynch first shared comments from Commissioner Mohammed, who was absent due to illness. Her comments detailed her work with Mark and Dee Carper on exploring how Pembroke Park could transform into a fully integrated smart city, including modernizing permitting processes. She described her experience at the Puerto Rico Experience 2025 Conference, where she learned about how AI, GeoSCADA monitoring, and citizen service platforms are reshaping cities to make them safer and more efficient.

Town Manager Lynch then commended the Police Department and Chief DeCoursey for their excellent work in transforming law enforcement in the town. He referenced recent media attention and praised the department for its professionalism and service to the community.

16 COMMISSION REPORTS

Acting Clerk Commissioner Morissette extended praise to Chief DeCoursey, stating that the police department was doing a fantastic job serving residents, citizens, and the business community.

Clerk Commissioner Hodgkins commended the police department, encouraging them to "keep it up."

Vice Mayor Kashem thanked the Chief for standing by the police department and the town. She also referenced Commissioner

Mohammed's comments about implementing AI to help residents by reducing permit processing times.

Mayor Jacobs didn't have any comments.

17 ANNOUNCEMENTS

17.1 Workshop Commission meeting, Wednesday, August 27, 2025, at 6:00 p.m.
First Budget Public Hearing, Wednesday, September 10, 2025, at 6:00 p.m.
Regular Commission meeting, Wednesday, September 10, 2025, at 7:00 p.m. or shortly after First Budget Public Hearing has ended.
Special Magistrate Hearing, Wednesday, September 17, 2025, at 9:00 a.m.

COMMUNITY EVENTS

Food Drive, Saturday, August 30, 2025, at 9:00 a.m. to 11:00 a.m.

18 ADJOURNMENT

Regular Commission Meeting was adjourned at 8:16 pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk
Commission approved on:

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

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

DECORUM - All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the

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

Agenda Item Report

Subject:	Consideration and Approval of a bid award for ITB 25-03 to Headway Construction for the renovation of the third floor - Procurement Administrator Woodbury RESOLUTION NO.: 2025-051 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE THIRD-FLOOR RENOVATION PROJECT TO HEADWAY CONSTRUCTION; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Stephanie Woodbury, Project Manager
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The third floor of the municipal building requires renovations to address current deficiencies and enhance both functionality and aesthetics. The project scope includes the development of a fully equipped Emergency Operations Center and expanded office space for the Human Resources Department. A solicitation for bids was issued, and six (6) qualified bids were received on August 27, 2025. The bids were as follows: • Headway Construction – $50,551.25 • ACP Construction – $53,000.00 • WH Builders Group – $65,112.00 • Vittorium Design – $81,165.57 • M.A. Construction – $91,964.00 • Dones Construction – $124,000.00
Staff Recommendations:	After a thorough review of all submissions and bidder responsiveness, staff recommends awarding the contract to Headway Construction, the lowest responsive bidder, for $50,551.25. A 10% contingency of $5,055.13 is also recommended, bringing the total project cost to $55,606.38.
Procurement:	ITB 25-03

Financial Implications:	
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2025-051
Award Recommendation
Headway Construction LLC

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 25 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-051

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE THIRD-FLOOR RENOVATION PROJECT TO HEADWAY CONSTRUCTION; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the third floor of the municipal building requires renovations to address existing deficiencies and to improve overall functionality and appearance, including the development of a fully equipped Emergency Operations Center and expanded office space for the Human Resources Department; and

WHEREAS, the Town issued a solicitation for bids, and six (6) bids were received on August 27, 2025; and

WHEREAS, after reviewing all bids and bidder responsiveness, Headway Construction was determined to be the lowest responsive and responsible bidder with a base bid of $50,551.25; and

WHEREAS, staff recommend awarding the contract to Headway Construction and including a contingency in the amount for a total project cost not to exceed $60,000.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby approves the award of the third-floor renovation project to Headway Construction in the amount of $50,551.25, with a contingency, for a total not to exceed $60,000.

Section 3. The Town Clerk is authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Memorandum

TO: David Lynch, Town Manager

FROM: Stephanie Woodbury, Procurement Administrator

TITLE: ITB 25-03 3rd Floor Renovations (ARPA) – Award Recommendation

Background

The third-floor needs renovations to address existing deficiencies and improve overall functionality and appearance. This includes a fully equipped Emergency Operations Center and extended office space for Human Resources.

Summary

Solicitations were requested from qualified Bidders, and six (6) bids were received on August 27, 2025. The bids were as follows:

ACP Construction	$53,000.00
Dones Construction	$124,000.00
Headway Construction	$50,551.25
M.A. Construction	$91,964.00
Vittorium Design	$81,165.57
WH Builders Group	$65,112.00

Recommendation

After reviewing all six (6) bids and Bidder's responsiveness for the project, I recommend awarding the project to the lowest bidder, Headway Construction, for $50,551.25 with a 10 percent contingency of $5,055.13

Grand Total: $55,606.38

TOWN OF PEMBROKE PARK

INVITATION TO BID (ITB) NO. 25-03

3rd Floor Renovations (ARPA)

1st COPY

Submitted By:	Headway Construction LLC
Address:	12586 79th Ct N, West Palm Beach, FL 33412
Phone:	786-718-3074
Email:	headwayconstructionwpb@gmail.com
Authorized Representative:	Manuel Diaz – Managing Member
Bid Submission Due Date:	Wednesday, August 27, 2025 – 1:00 P.M. EST
Submitted To:	Town of Pembroke Park Attn: Town Clerk 3150 SW 52nd Avenue Pembroke Park, FL 33023

A. 3RD FLOOR RENOVATIONS

Company Name	Headway Construction LLC			
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST ($)
1.	EOC meeting room	1	LS	27,008.55
2.	Fire Department office	1	LS	12,287.89
3.	HR office	1	LS	14,611.52
4.	HR lobby and rear office	1	LS	8,931.18
5.	Main lobby and hallways	1	LS	76,258.53
6.	Gym area	1	LS	24,723.27
7.	Assistant Manager's Office	1	LS	7,249.87
8.	10% Contingency (Items 1-7)	1	LS	17,107.03
9.	Performance bond allowance (not to exceed 1.5% of items 1-8)	1	LS	2,822.66
10.	**TOTAL**	$ 191,000.00		

Authorized Signatory: _____
(Signature)

Executed by: Manuel Diaz
(Type or Print Name)

Title: Owner

For (Company): Headway Construction LLC

Address: 12586 79th Ct N west palm beach FL 33412

Telephone Number: 7867183074 Email: HeadwayConstructionwpb@gmail.com

B. BID SIGNATURE PAGE

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

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

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

Manuel Diaz — 8/15/2025
Submitted by — Date

Signature — 8/15/2025
Date

Manuel Diaz — owner
Name Print — Title

Headway Construction LLC
Company (Legal Registration)

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

12586 79th Ct N
Address

west palm beach — FL — 33412
City — State — Zip

786-719-3074 — Headwayconstructionwpb@gmail.com
Telephone No. — FAX No — Email

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

2. TOWN OF PEMBROKE PARK SUBMITTAL REQUIRED FORMS

Bidders must complete and submit all TOWN requested documentation to be considered a responsive and responsible Bidder. Section 1, Paragraphs 5 and 6 documentations

1. Questionnaire
2. Bid Acknowledgment
3. Vendor/Bidder Disclosure
4. Subcontractors
5. References
6. Scrutinized Companies
7. Public Entity Crimes
8. Conflict of Interest Disclosure
9. Non-Collusion Statement
10. Confirmation of Drug-Free Workplace
11. Acknowledgement of Addenda
12. Affidavit of Compliance with Anti-Human Trafficking Laws
13. E-Verify form
14. Noncoercive Conduct for Labor or Services
15. Prohibition of Contracting with Entities of Foreign Countries of Concern
16. Byrd Anti-Lobbying Amendment Certification

QUESTIONNAIRE

Headway Construction LLC
Submitted by (*Company Name*):

Corporation | Partnership | Individual | Joint Venture

Other Describe:

12586 79th Ct N west palm beach FL 33412
Office Location:

10
Number of people in your organization:

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

none
Under what other name(s) has your firm operated:

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

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 25-03, 3rd Floor Renovations for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

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

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

Bidder Business Name: Headway Construction LLC

Authorized Representative Signature:

Authorized Representative Name (Print): Manuel Diaz

Authorized Representative Title (Print): Owner

Address: 12586 79th Ct N west palm beach FL 33412

Date: Phone: 786-718-3074 Fax:

Email Address: Headwayconstructionwpb@gmail.com

Key Staff Member(s) Will Assign to Project:

VENDOR/BIDDER DISCLOSURE

I, Manuel Diaz being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Headway Construction LLC

Address: 12586 79th Ct N
West Palm Beach FL 33412

FEIN: 99-3995008

State and date of incorporation 7/11/2024

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Manuel Diaz	12586 79th Ct N West Palm Beach FL 33412	50%
Viranis Diaz	12586 79th Ct N West Palm Beach FL 33412	50%

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

Full Legal Name	Address	% Ownership

STATE OF FLORIDA)

COUNTY OF Palm beach

By: _____ Date: 8/15/2025
Signature of Affiant

Manuel Diaz
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 13 day of

August 2025, by Manuel Diaz, he/she is personally known

to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

Alba Lucia Bello
Print or Stamp of Notary:

Notary Public State of Florida
Alba L Bello
My Commission HH 572942
Expires 10/27/2028

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

none

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

REFERENCES

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

Company Name:

1. Company	ID Painting Corp
Street Address	4180 120th Ave N west palm beach
City, State & Zip	FL 33411
Contact Person Name	Irisday Asanza Title Owner
Phone	786-515-3909 Email idpaintingcorp@gmail.com
Describe Scope of Work and dates of project/service (start/end)	
2. Company	Private
Street Address	5892 Jack strokes Rd baker FL 32531
City, State & Zip	
Contact Person Name	Waldo Mesa Title
Phone	786-570-0191 Email
Describe Scope of Work and dates of project/service (start/end)	
3. Company	Palm beach school board
Street Address	
City, State & Zip	
Contact Person Name	Osniel Abalo Title
Phone	561 722 1412 Email Osniel.abalo@palmbeachschools.org
Describe Scope of Work and dates of project/service (start/end)	

SCRUTINIZED COMPANIES

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

Acknowledged By:

Headway Construction LLC

Firm Name:

Manuel Diaz — Owner

Printed Name: — Title:

8/15/2025

Signature: — Date:

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

Headway Construction LLC
Firm Name:

Manuel Diaz — Owner
Printed Name: — Title:

8/15/2025
Signature: — Date:

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

Acknowledged By:

Headway Construction LLC
Firm Name:

Manuel Diaz — Owner
Printed Name: — Title:

8/15/2025
Signature: — Date:

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS
none	

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Headway Construction LLC

Authorized Signature: [signature]

Print Name: Manuel Diaz

Title: Owner

Date: 8/15/2025

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

Bidder's Signature

8/15/2025

Date

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Invitation to Bid and the following

Addenda, receipt of all of which is hereby acknowledged:

Addendum No. I Aug 4, 2025

Addendum No. II Aug 13, 2025

Addendum No. III Aug 14, 2025

Addendum No. IV Aug 15, 2025

Authorized Representative (Signature) _____ Date: 8/15/2025

Authorized Representative/Title Manuel Diaz-Owner

(Print or Type)

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

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the Town of Pembroke Park.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 8/15/2025, 20 25

ENTITY: _____ NAME: Manuel Diaz

TITLE: Owner

STATE OF FLORIDA
COUNTY OF Palm beach

SWORN TO (or affirmed) and subscribed before me by means of [ ] physical presence or [✓] online notarization, this 13 day of August 2025, by Manuel Diaz in his/her capacity as Manuel Diaz for Headway Construction (name of Entity).

Alba Lilia Bello
NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification

_____
Type of Identification Produced

Notary Public State of Florida
Alba L Bello
My Commission HH 572942
Expires 10/27/2028

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: 3rd floor Renovations (ARPA)
Project No.: ITB 25-03

1. Definitions:
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
a) If the Town has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the Town has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Headway Construction LLC
Authorized Signature:	
Print Name:	Manuel Diaz
Title	Owner
Date:	8/15/2025
Phone:	786-718-3074

STATE OF Florida)
COUNTY OF Palm beach)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 15 day of August, 2025, by Manuel Diaz on behalf of Headway Construction He/she is personally known to me or has produced Owner as identification.

Alba Lucia Bello NOTARY PUBLIC
(Name of Notary Typed, Printed or Stamped)

Notary Public State of Florida
Alba L Bello
My Commission HH 572942
Expires 10/27/2028

Title or Rank

Serial number, if any

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

1. Headway Construction LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of: Alba Bello Niles Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: Virginis Diaz Title: Member

Witness #2 Print Name: Manuel Diaz Title: Owner

OATH OR AFFIRMATION

State of Florida
County of Palm beach

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this day of 15 August, 2025, by Manuel Diaz (name of person) as Owner (type of authority) for Headway construction (name of party on behalf of whom instrument is executed).

Alba Bello Niles
Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or
_____ Produced identification (Type of Identification

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Notary Public State of Florida
Alba L Bello
My Commission HH 572942
Expires 10/27/2028

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each proposal or offer exceeding $100,000)

The undersigned, [Company] Headway Construction certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] Headway Construction certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Manuel Diaz Managing member

Name and Title of Contractor's Authorized Official

8/15/2025

Date

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer application b. initial award c. post award	a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Prime Subawardee Tier _____, if Known: Headway construction LLC 12586 79th Ct N west palm beach FL 33412 Congressional District, *if known*:	Congressional District, *if known*:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	9. Award Amount, *if known*: $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI)*:
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Manuel Diaz Title: Owner Telephone No.: 786-719-3074 Date: 8/15/2025
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

BID BOND

Nationwide Mutual Insurance Company vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition.

CONTRACTOR: (*Name, legal status and address*)
Headway Construction LLC
12586 79th Court N
West Palm Beach FL 33412

SURETY: (*Name, legal status and principal place of business*)
Nationwide Mutual Insurance Company
1100 Locust Street – Dept. 2006
Des Moines, IA 50391-2006

OWNER: (*Name, legal status and address*)
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL
33023

BOND AMOUNT: Nineteen Thousand One Hundred Dollars ($19,100.00)

PROJECT: (*Name, location or address, and Project number, if any*) ITB 25-03 3rd Floor Renovations (ARPA)
3150 SW 52nd Ave Pembroke Park FL 33023

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

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

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

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

(Witness to Principal)

(Principal's Signature) (Seal)

Manuel Diaz, Managing Member
(Title)

(Witness to Surety)

Nationwide Mutual Insurance Company
(Surety) (Seal)

By: Robin Goldstein, Attorney-in-Fact

SNP-T-7 (12-13)

Page 1 of 1

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ROBERT S GOLDSTEIN; ROBIN GOLDSTEIN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL COLUMBUS, OH

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of August, 2025.

Laura B. Guy

Assistant Secretary

BDJ 1(08-21)00

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DIAZ, MANUEL

HEADWAY CONSTRUCTION LLC
12586 79TH CT N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC1537528

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/19/2025

Do not alter this document in any form.

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jany Araujo	
First Choice Insurance Agency 7540 SW 117 AVE Miami FL 33183	PHONE (A/C, No, Ext): (786) 360-1021	FAX (A/C, No): (305) 960-7269
	E-MAIL ADDRESS: jose@1fcinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ASCENDANT COMMERCIAL INSURANCE	5333
INSURED HEADWAY CONSTRUCTION LLC 12586 79th Ct N WEST PALM BEACH FL 33412	INSURER B : PROGRESSIVE	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		GL-77847-0	11/14/2024	11/14/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		994027492	03/04/2025	03/04/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Business Description: Interior- Exterior painting

the Village of Palmetto Bay as an additional insured.

CERTIFICATE HOLDER

The Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
JANY ARAUJO

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IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-16-2024

Employer Identification Number:
99-3995008

Form: SS-4

Number of this notice: CP 575 B

HEADWAY CONSTRUCTION LLC
MANUEL DIAZ MBR
4949 ALORA ISLES DR APT 1309
WEST PALM BCH, FL 33417

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3995008. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/29/2024 **EXPIRATION DATE:** 10/29/2026

PERSON: MANUEL DIAZ **EMAIL:** HEADWAYCONSTRUCTIONWPB@GMAIL.COM

FEIN: 993995008

BUSINESS NAME AND ADDRESS:

HEADWAY CONSTRUCTION LLC

HEADWAY PAINTING

4949 ALORA ISLES DR APT.1309

WEST PALM BEACH, FL 33417

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT E02021062 QUESTIONS? (850) 413-1609
RULE 69L-6.012, F.A.C. REVISED 01/2023

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

ITB # 25-03 3RD FLOOR RENOVATIONS (ARPA)

ADDENDUM I

Please be advised that there have been changes to the bid schedule.

Item 1:

Mandatory pre-bid meeting/site visit	Tuesday, August 12, 2025 at 9 a.m.
Deadline for Questions	Tuesday, August 19, 2025 at 5 p.m.
Bid Opening	Wednesday, August 27, 2025 at 1 p.m.

Item 2: Attachment A – Floor Plan

Any questions regarding this Addendum should be submitted in writing to the Procurement Administrator at procurement@ppfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.


ATTACHMENT A
TOWN HALL – 3rd. FLOOR PLAN
Herbert K. Kunen, P.E.
1 of 1
TOWN OF PEMBROKE PARK
TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS



ITB # 25-03 3RD FLOOR RENOVATIONS (ARPA)

ADDENDUM II

Please note that the scope of work for the project has been revised to reflect recent changes and requirements.

Architectural drawings

EOC Meeting Room: approximately 450 square feet

- Replace/install existing carpet to commercial high grade 24 x 24 carpet tiles
- Replace/install 1"x 6" square wood baseboard
- Install Wall insulation [tear down wall, install soundproof insulation; re-enforce wall studs for dual 75" screens on east, west, and north wall (single screen)] **West re-enforcement will be centered using existing hallway door**
- Replace ceiling tiles 2 x 4 white upgraded sound blocking tiles (USG Halcyon SL 1-1/2" x 2'x4')
- Paint ceiling grid white
- Replace A/C vents
- Paint walls (Behr Marquee)
- Replace and install (8) new 2 x 4 LED dimmable lighting and appropriate dimmer switch.

- Install, wire, and label data and electrical on floor to provide power and data to conference table. (centered to existing hallway door)
- Paint (1) hallway door and (1) replace existing door with white and solid core door.
- Install (5) recessed power outlets per TV plus (1) network run
- Mount (1) 75-inch TV
- Install (5) cables, (2) phone lines. Approximately 1,250 feet (cat 6 cables)

HR Office: approximately 140 square feet

- Demolition of wall
- Replace ceiling tiles to white 2 x 4 upgraded sound blocking tiles (USG Halcyon SL 1 ½ " X 2'x4')
- Paint ceiling grid white
- Replace lighting with LED
- Remove south, east, and north side drywall. Install soundproof insulation and reinstall drywall
- Paint walls (Behr Marquee or equivalent)
- Seal off one doorway entrance (left door)
- Replace/install white solid core wood door
- Replace carpet with commercial high grade 24 x 24 carpet tiles
- Replace baseboard with 1" x 6" square wood baseboard

HR Office extension: approximately 140 square feet

- Replace ceiling tiles to white 2 x 4 upgraded sound blocking tiles (USG Halcyon SL 1-1/2" X 2'x4')
- Paint ceiling grid white
- Replace lighting with LED
- Remove south side drywall and install soundproof insulation
- Paint walls (Behr Marquee or equivalent)
- Replace carpet with commercial high grade 24 x 24 carpet tiles
- Replace/install baseboard with 1" x 6" square wood baseboard

HR Lobby Area: approximately 400 square feet

- Replace carpet with commercial high grade 24 x 24 carpet tiles
- Replace/install baseboard with 1" x 6" square wood baseboard

Any questions regarding this Addendum should be submitted in writing to the Procurement Administrator at procurement@tppfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

TOWN OF PEMBROKE PARK FLORIDA
The Small Town that Means Big Business

ITB # 25-03 3RD FLOOR RENOVATIONS (ARPA)

ADDENDUM III

Please note the following clarifications related to the project – 3rd Floor Renovations.

1.) Architectural drawings

Response 1: The contractor/bidder will be responsible for providing an architectural drawing to the Building Department to obtain a permit.

2.) Will the bid due date be extended?

Response 2: No

3.) Will the Town provide signed and sealed plans for this project?

Response 3: No, each bidder is responsible for providing plans.

4.) What is the estimated budget:

Response 4: $175,000.00 - $200,000.00

5.) Will there be a dumpster available for debris?

Response 5: Yes

6.) Will there be a location available for storage?

Response 6: Yes

7.) Permit plans

Response 7: Mechanical, electrical and structural

8.) Are there any CAAD files available?

Response 8: No, however, we do have floor plans available in PDF.

Any questions regarding this Addendum should be submitted in writing to the Procurement Administrator at procurement@tppfl.gov

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

ADDENDUM IV

3rd Floor Renovations (ARPA) – ITB # 25-03
Pre-Bid Meeting
August 12, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
Entrust	Scott Green	Scott@Entrustpm.com	305-439-8800
PIF Construction group	Michael	main@pifconstructiongroup.com	305-904-37-27
Kyzen Group LLC	Kyle O'Brien	kyle@kyzengp.com	786-838-9283
Arkest Projects	Rafael Caldera	arkest@att.net	904-444-1658
Millennium Builders	Jovean Diaz	info@1000pros.com	954-707-1916.

3rd Floor Renovations (ARPA) – ITB # 25-03
Pre-Bid Meeting
August 12, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
LaPorta	Thomas LaPorta	thomas@laportacontracting.com	954-604-4602
Waypoint	Tanya Reuno	info@waypointci.com	786 608 1406
Dones Construction	Pablo Dones	Pablo@Donesconstruction.com	813-298-4110
Headway Construction LLC	Manuel Diaz	Headwayconstruction.mpb@gmail.com	786 718 3074
Lassco Development	Sebastian Curiano	sebastian@lasscoinc.com	561-315-7455

3rd Floor Renovations (ARPA) – ITB # 25-03
Pre-Bid Meeting
August 12, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
Rapid Response Team	Joshua Keller	JKeller@RRTFL.com	305 926 3184
LEGO Construction	Returng Soraware	RS@Legocc.com	405-612-8896
Blue ES Construction LLC		Cemoricouch633@gmail.com	7547790324
Cross Environmental Services	Dawn Quigley	DQUIGLEY@CROSSENV.com	954-270-5291

3rd Floor Renovations (ARPA) – ITB # 25-03
Pre-Bid Meeting
August 12, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
ARZ Builders Inc	GEORGE JAWDE	george@ARZBuilders.com	561-239-9923
Sunshine Electrical		CA@sunshineelectricalcivr.com	786 266 8476
Village Builders	Marcella Nolnes	marcella@villagebuildersnet	954 324 1485
ACP Construction & ECO ENERGY		Armando@ACPconstructioninc.com	754-215-9413

3rd Floor Renovations (ARPA) – ITB # 25-03
Pre-Bid Meeting
August 12, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
Heico Contracting	Andres Guarache	A.guarache@heico.us	754.781.6982
	Jesus Luego	J.luego@heico.us	571.350.1747
M.A. Construction Group	Mike Carrison		(305) 619.4361
	Antonia Sanclemente	antonia@macohfl.com	(305) 465-0498 MIKE

WH Builders Group	Woody Hilaire	woody@whbuildersgroup.com	786 261 5316
Rapid Response Team	Kevin M'Gann	Kmcgann@rrtfl.com	954-732-9896
SFL Contractors LLC	Mario Perez	contractorsfll@gmail.com	954-839-0827

DNS Construction Corp Owner owner@dnsconstruction.com 786-419-8660

Vittorium Design Corp Jose Santana info@vittoriumdesign.com 954.687.8382

JFL Contractors LLC Conrado Gomez contractorsjfl@gmail.com 786-457-3862

- For better print quality; place this page on the glass; and then touch "Scan".
- Pour une meilleure qualité d'impression; placez cette page sur la vitre; puis appuyez sur "Numériser".
- Um eine bessere Druckqualität zu erreichen; legen Sie diese Seite auf das Glas und tippen dann auf "Scannen".
- Para una mejor calidad de impresión; coloque esta página en el cristal y luego toque «Escanear».
- Per una migliore qualità di stampa; posizionare la pagina sul vetro; e toccare "Scansione".
- Para melhor qualidade de impressão; coloque esta página no vidro e toque "Digitalizar".
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- 더 나은 인쇄 품질을 위해 유리에 페이지를 놓은 후 "스캔"을 터치하십시오.
- 為取得更好的列印品質，請將此頁放在玻璃板上，然後點選「掃描」。

Agenda Item Report

Subject:	Consideration and Approval of a bid award for ITB 25-04 to Quick Painting Group for the town hall exterior restoration and painting project - Procurement Administrator Woodbury RESOLUTION NO.: 2025-052 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP IN THE AMOUNT OF $89,590.00; AUTHORIZING THE TOWN CLERK TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Stephanie Woodbury, Project Manager
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The stucco at Town Hall is being removed to prepare the building for exterior restoration and painting. Solicitations were requested from qualified Bidders, and three (3) bids were received on September 8, 2025. The bids were as follows: MTD Builders - $275,800.00 Vittorium Design Group - $144,936.49 Quick Painting Group - $89,590.00
Staff Recommendations:	After reviewing all three (3) bids and Bidder's responsiveness for the project, I recommend awarding the project to the lowest bidder, Quick Painting Group, for $89,590.00
Procurement:	ITB 25-04
Financial Implications:	
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2025-052

Award Recommendation
Bid Package

	Status:
Jacob Horowitz, Town Attorney	Pending
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE AWARD OF BID FOR THE TOWN HALL EXTERIOR RESTORATION AND PAINTING PROJECT TO QUICK PAINTING GROUP; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the stucco at Town Hall is being removed in preparation for exterior restoration and painting to preserve and enhance the building's structural integrity and appearance; and

WHEREAS, the Town issued a solicitation for bids, and three (3) bids were received on September 8, 2025; and

WHEREAS, after reviewing all bids and bidder responsiveness, Quick Painting Group was determined to be the lowest responsive and responsible bidder with a base bid of $89,500.00; and

WHEREAS, after reviewing all submissions and bidder responsiveness, staff recommend awarding the contract to Quick Painting Group and including a contingency in the amount for a total project cost not to exceed $90,000.00.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby approves the award of the Town Hall Exterior Restoration and Painting Project to Quick Painting Group not to exceed the amount of $90,000.

Section 3. The Town Manager is authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29TH day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Memorandum

TO: David Lynch, Town Manager

FROM: Stephanie Woodbury, Procurement Administrator

TITLE: ITB 25-04 Town Hall Stucco Removal – Award Recommendation

Background

The stucco at Town Hall is being removed to prepare the building for exterior restoration and painting.

Summary

Solicitations were requested from qualified Bidders, and three (3) bids were received on September 8, 2025. The bids were as follows:

MTD Builders	$275,800.00
Vittorium Design Group	$144,936.49
Quick Painting Group	$89,590.00

Recommendation

After reviewing all three (3) bids and Bidder's responsiveness for the project, I recommend awarding the project to the lowest bidder, Quick Painting Group, for $89,590.00

9. Contractor Responsibilities

- If on-site water is needed; the contractor is responsible for acquiring a temporary hydrant meter from the county or bring their own prefilled water tank.

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

SECTION 6

TOWN FORMS

1. BID FORM

SCHEDULE OF BID PRICES

Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will be firm for acceptance by TOWN, and that the Bid prices will be in compliance with the Broward County Prevailing Wages.

(Please fill in all blanks and return with your Bid.)

NOTE: Bidder shall perform the work with its own organization, amounting to not less than 35 percent of the contract price.

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sums. BIDS shall include shipping costs, sales tax, and all other applicable taxes. Bidder also understands that the extended total for each and every item is the result of multiplying the quantity times the unit cost. The unit cost shall prevail, if discrepancies between the unit and total costs are found.

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

In accordance with the Town's Invitation to Bid (ITB 25-04) and the specifications contained herein, the undersigned proposes the following Bid prices:

A. TOWN HALL STUCCO REMOVAL

Company Name				
ITEM #	**DESCRIPTION**	**QTY**	**UNIT**	**TOTAL COST ($)**
1.	Stucco removal	1	LS	$89,590.00
2.	**TOTAL**	$ 89,590.00		

Authorized Signatory:

(Signature)

Executed by: Andres Sanchez

(Type or Print Name)

Title: President

For (Company): Quick Painting Group

Company Name	Quick Painting Group			
ITEM #	DESCRIPTION	QTY	UNIT	TOTAL COST ($)

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

B. BID SIGNATURE PAGE

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

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

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

Andres Sanchez — 09/04/2025
Submitted by — Date

09/04/2025
Signature — Date

Andres Sanchez — President
Name Print — Title

Quick Painting Group
Company (Legal Registration)

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

9867 S Orange Blossom Trl #109
Address

Orlando, FL 32837
City — State — Zip

407-733-0401 — FAX No — info@quickpaintinggroup.com
Telephone No. — Email

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

QUESTIONNAIRE

Quick Painting Group
Submitted by (*Company Name*):

x
Corporation Partnership Individual Joint Venture

Other Describe:

9867 S Orange Blossom Trl #109, Orlando, FL 32837
Office Location:

56
Number of people in your organization:

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

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

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

YES *(attach a detailed explanation)* NO

BID ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid, ITB 25-04, Town Hall Stucco Removal for the Town of Pembroke Park, does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

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

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

Bidder Business Name: Quick Painting Group

Authorized Representative Signature:

Authorized Representative Name (Print): Andres Sanchez

Authorized Representative Title (Print): President

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

Date: 09/04/2025 Phone: 407-733-0401 Fax:

Email Address: info@quickpaintinggroup.com

Key Staff Member(s) Will Assign to Project: Jose Rengel - Project Manager

VENDOR/BIDDER DISCLOSURE

I, Andres Sanchez, being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Quick Painting Group

Address: 9867 S Orange Blossom Trl #109, Orlando, FL 32837

FEIN: 47-4392503

State and date of incorporation Florida 06/23/2015

OWNERSHIP DISCLOSURE AFFIDAVIT

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

Full Legal Name	Address	% Ownership
Andres Sanchez	10476 NW 61st Ln, Doral, FL 33178	50
Mario Sanchez	16955 Cedar Valley Cir, Clermont, FL 34711	25
Daniel Sanchez	4517 Small Creek Rd, Kissimmee, FL 34744	25

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

Full Legal Name	Address	% Ownership

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade)

By: _____ Date: 09/04/2025
Signature of Affiant

Andres Sanchez
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 4 day of

September 2025, by Andres Sanchez, he/she is personally known

to me or has presented _____ as identification.

_____
Notary Public, State of Florida at Large

Daniela Arrioja
Print or Stamp of Notary:

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

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

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

REFERENCES

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

Company Name: Quick Painting Group

1. Company	City of Opa-Locka
Street Address	12950 NW 42nd Ave, Opa-locka, FL 33054
City, State & Zip	
Contact Person Name	King Leonard — Title: Building Maintenance Superintendent
Phone	305-953-2828 — Email: kleonard@opalockafl.gov
Describe Scope of Work and dates of project/service (start/end)	Stucco and Exterior painting of four (4) City owned Facilities 25,450 SqFt Stucco Removal, Resurfacing and Coating
2. Company	Palm Beach County Water Utilities Department
Street Address	12751 Hagen Ranch Road, Boynton Beach, FL 33437
City, State & Zip	
Contact Person Name	Daniel Jimenez — Title: Shop & Plant Maintenance Supervisor
Phone	561-449-5315 — Email: DJimenez@pbcwater.com
Describe Scope of Work and dates of project/service (start/end)	IFB #22-025/SM Tank, Digester, Painting Coating Services, One Time Project Concrete (Blasting, Resurfacing and Coating): 6,700 SqFt Approx / Metal (Blasting and Coating): 4,500 SqFt Approx
3. Company	Hialeah Housing Authority
Street Address	75 E 6th St, Hialeah, FL 33010
City, State & Zip	
Contact Person Name	Vanessa Rodriguez — Title: Assistant Development & Modernization Administrator
Phone	305-888-9744 ext. 1029 — Email: VRodriguez@hialeahhousing.org
Describe Scope of Work and dates of project/service (start/end)	Facade Renovations and Recoat at Palm Centre

SCRUTINIZED COMPANIES

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

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

Signature: — Date:

PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

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

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

Signature: — Date:

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

Acknowledged By:

Quick Painting Group

Firm Name:

Andres Sanchez — President

Printed Name: — Title:

09/04/2025

Signature: — Date:

NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents, and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Finance Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Quick Painting Group

Authorized Signature:

Print Name: Andres Sanchez

Title: President

Date: 09/04/2025

CONFIRMATION OF DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

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

_____
Bidder's Signature

09/04/2025
Date

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the Town of Pembroke Park.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: September 4th, 2025

ENTITY: Quick Painting Group

NAME: Andres Sanchez

TITLE: President

STATE OF FLORIDA
COUNTY OF Miami-Dade

SWORN TO (or affirmed) and subscribed before me by means of [x] physical presence or [___] online notarization, this 4 day of September 2025, by Andres Sanchez in his/her capacity as President for Quick Painting Group (name of Entity).

NOTARY PUBLIC

x Personally Known OR
_____ Produced Identification

_____
Type of Identification Produced

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

TOWN OF PEMBROKE PARK

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TO BE RETURNED WITH PROPOSAL

Project Name: Town Hall Stucco Removal
Project No.: ITB 25-04

1. Definitions:
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and
c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
a) If the Town has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
b) If the Town has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Quick Painting Group
Authorized Signature:	
Print Name:	Andres Sanchez
Title	President
Date:	09/04/2025
Phone:	407-733-0401

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of September, 2025, by Andres Sanchez on behalf of Quick Painting Group. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Daniela Arrioja
(Name of Notary Typed, Printed or Stamped)

DANIELA ARRIOJA
MY COMMISSION # HH 577504
EXPIRES: July 31, 2028

Assistant Manager
Title or Rank

HH 577504
Serial number, if any

ADDENDUM II

Town Hall Stucco Removal – ITB # 25-04
Pre-Bid Meeting
August 19, 2025

SIGN-IN SHEET

COMPANY	CONTACT PERSON	EMAIL ADDRESS	PHONE #
MTD	Jorge Betancur	info@MTDcgc.com	954 9945970.
VITTORium Design	Luine Santana	info@VITTORiumDesign.com	954 687 8380
STAR GROUP	ED MOBLEY	ED@STARGROUPINC.COM	828 323-2429
Laporta Contracting	Angel Castaneda	Angel@laportaContracting.com	239-658-4345
Dando Builders	Mason Courtney	mason@dandobuilders.com	(954) 225-2006

TOWN OF
PEMBROKE PARK
FLORIDA
The Small Town that Means Big Business

ITB # 25-04 TOWN HALL STUCCO REMOVAL

ADDENDUM I

1.) What permits are required?
Response 1: Structural

2.) Are engineering drawings required?
Response 2: Yes

3.) Will water and power be available?
Response 3: Yes

4.) What are the days and hours of work?
Response 4: Monday – Friday from 8 a.m. to 5 p.m.

5.) Is pedestrian protection required?
Response 5: Yes, as needed.

- All debris must be cleared from the parking lot each day.
- Equipment can be stored overnight in the back parking lot at your discretion.
- Include unit pricing for all associated costs.
- Provide protection over air conditioning cooling tower and generator.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Quick Painting Group

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9867 S Orange Blossom Trl Ste 109

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32837

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	4	3	9	2	5	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date** 09/04/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

QUICPAI-01 SAMPSONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sharon Sampson
Insurance Office of America 1217 Kentucky Ave Saint Cloud, FL 34769	PHONE (A/C, No, Ext): (407) 998-5519 FAX (A/C, No): E-MAIL ADDRESS: Sharon.Sampson@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Specialty Builders Insurance Company	16826
INSURER B : Mercury Indemnity Company of America	11201
INSURER C : Insurance Company of the West	27847
INSURER D : Admiral Insurance Company	24856
INSURER E : Kinsale Insurance Company	38920
INSURER F :	

INSURED

Quick Painting Group Corp
9867 S. Orange Blossom Trail, Ste 109
Orlando, FL 32837

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLP-0349354-02	5/18/2025	5/18/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA090000019087	5/18/2025	5/18/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UMB-0349357-02	5/18/2025	5/18/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WFL506636403	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			EO00006409401	10/1/2024	10/1/2025	Per Claim	2,000,000
E	Excess Liability			0100356984-1	5/18/2025	5/18/2026	Limit of Liability	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Schedule of underlying for primary liability is attached. See form XS DEC 06 22.

Schedule of underlying for excess liability is attached. See form CAX1001 0224.

CERTIFICATE HOLDER

Ocala Housing Authority
1629 NW 4th Street
Ocala, FL 34475

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SANCHEZ, ANDRES E SR

QUICK PAINTING GROUP CORP
9867 S. ORANGE BLOSSOM TRAIL
STE 109
ORLANDO FL 32837

LICENSE NUMBER: CBC1265924

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/28/2024

Do not alter this document in any form.

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

State of Florida

Minority Business Certification

Quick Painting Group Corp

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

03/31/2025 to 03/31/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Agenda Item Report

Subject:	Consideration and approval of recurring operational expenses necessary for the continued functioning of Town services - Procurement Administrator Woodbury RESOLUTION NO.: 2025-053 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2025-26; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Stephanie Woodbury, Project Manager
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	Consideration and approval of recurring operational expenses necessary for the continued functioning of Town services. These expenses include, but are not limited to, utilities, insurance premiums, software subscriptions, maintenance contracts, and other regularly scheduled payments that are essential to Town operations.
Staff Recommendations:	Approval of recurring expense authorization for fiscal year 2025/2026, allowing staff to process payments for routine operational costs as outlined.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No 2025-053

Recurring Monthly Expenses FY25-26

RESOLUTION NO. 2025-053

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE PAYMENT OF CERTAIN SERVICES, MATERIALS AND SUPPLIES WHICH ARE PROCURED ON A REGULAR OR RECURRING BASIS FOR THE FISCAL YEAR 2025-26; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park procures certain services, materials and supplies on a regular or recurring basis which procurement is ordinary and required for the operation of a municipal government; and

WHEREAS, requiring the Town Commission to review ·and approve the recurring expenses would be an unnecessary administrative burden for the Town's Staff and Commissioners; and

WHEREAS, Section 2-125, Pembroke Park Code of Ordinances, provides that the Town Commission may authorize the payment of regular or recurring expenses incurred by the Town by resolution of the Town Commission from time to time in order to streamline the procurement procedures.

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

Section 1: That the Town Commission authorizes the payment for the services, materials and supplies listed on the attached Exhibit "A" for the fiscal year 2025-2026 without the submission of invoices for individual approval pursuant to the provisions of Section 2-125, Pembroke Park Code of Ordinances.

Section 2: That the Town Finance and Budget staff is authorized and directed to provide for the payment for the services, materials and supplies listed on the attached Exhibit "A"

without further action required by the Town Commission.

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

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

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

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

Town of Pembroke Park
Recurring Monthly Expenses 2025-2026

Vendor	Service/Product	Annual Amount
Cigna	Group Health Insurance	$791,955.21
Florida Municipal Insurance Trust	Liability/Auto/Property/Workmen's Comp Insurance	$747,387.72
Goren, Cherof, Doody & Ezrol, P.A.	Legal Services	$262,508.07
FPL	Electric Bill	$199,826.45
Enterprise FM Trust	Monthly Lease & Maintence of Vehicles	$164,135.71
WEX	Fuel Expense	$143,010.05
Verizon Wireless	Cell phones	$79,731.84
Mutual of Omaha	Dental/Vision/Life Insurance	$72,765.89
Comcast Coporation	Ethernet/Internet Service	$60,615.92
Bryant Miller Olive P.A.	Legal Services - General Labor & Employment	$56,848.00
Broward County Florida Water & Wastewater Services	Water/Wastewater Services	$49,539.64
ICMA Retirement Trust-457	Employee 457 Contribution	$47,393.33
Broward County	Bulk Trash/Yard Waste/Household Hazardous Waste	$38,916.00
Industrial Communications and Electronics Inc.	Emergency Radio Service	$36,623.20
Home Depot	Corporate Credit Card	$31,484.15
Minnesota Life Insurance Company	Life Insurance	$29,477.04
Action Labor of Florida LLC	School Crossing Guard Services	$26,350.36
Waste Management Of Broward County	Solid Waste Service	$28,777.16
AFLAC	Supplemental Insurance	$18,512.51
Comcast	Cable/Digital Voice Services	$15,824.01
Synovus Bank-Card Services	Corporate Credit Card	$15,716.03
Smarsh Inc	Professional Archiving	$12,958.77
ICMA IRA	Employee IRA Contributions	$12,643.59
AT&T	Fire Alarm Phone Lines	$10,360.55
Broward County Board Of Comm.	BORA Surcharge Fees	$10,172.27
	Grand Total	$2,963,533.46

Agenda Item Report

Subject:	2025 Hallandale Beach Business Gala - Commissioner Mohammed RESOLUTION NO.: 2025-054 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN TO SPONSOR A TABLE IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Ashira Mohammed, Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Hallandale Beach Business Gala Sponsorship Deck - SO (3)
RESOLUTION NO 2025-054



2025 BUSINESS IN EXCELLENCE

HALLANDALE BEACH OLYMPIAN NIGHTS GALA

HALLANDALEBEACHCHAMBER.ORG



2025 BUSINESS GALA

Olympian Nights

The Hallandale Beach Business Gala returns on October 17, 2025, at Gulfstream Park Sport of Kings! Step into a world of legends and lore as we transport ourselves into a Greek Mythology-inspired evening of cocktails, dinner, dancing, and celebration.

Over 300 guests will gather to honor distinguished individuals whose steadfast commitment has strengthened our community, championed diversity, and contributed to the well-being and quality of life throughout South Florida. The opportunities in this guide offer a variety of platforms for advertising, branding, and networking that position your company as a leader in the Greater Hallandale Beach business community. Join us as we embark on this mythic journey to build new relationships, celebrate community champions, and grow together.



PRESENTING SPONSOR

$10,000 - SOLD

- Presenting sponsor recognition in all event-related advertising and promotion- pre and post event
- Two (2) tables of ten with premier seating for twenty (20) guests
- One, 2-minute Corporate Promotional Video at the Gala
- Corporate gift bag sponsorship
- Corporate name, logo prominently featured in photo booth
- Corporate name/ logo prominently in venue LED jumbo screens
- Special Signage displayed at reserved table at Gala
- Full page advertisement in Gala Commemorative Program
- Twenty (20) VIP Reception Tickets



AWARD SPONSOR

$5,000 - SOLD

- Awards Sponsor recognition in all event-related advertising and promotion- pre and post event
- One (1) tables of ten with premier seating for ten (10) guests
- One, 2-minute Corporate Promotional Video at the Gala
- Corporate name, logo prominently featured in photo booth
- Corporate name/ logo prominently in venue LED jumbo screens
- Special signage displayed at reserved table at Gala
- Half page advertisement in Gala Commemorative Program
- Photo opportunity with award recipients.
- Ten (10) VIP Reception Tickets

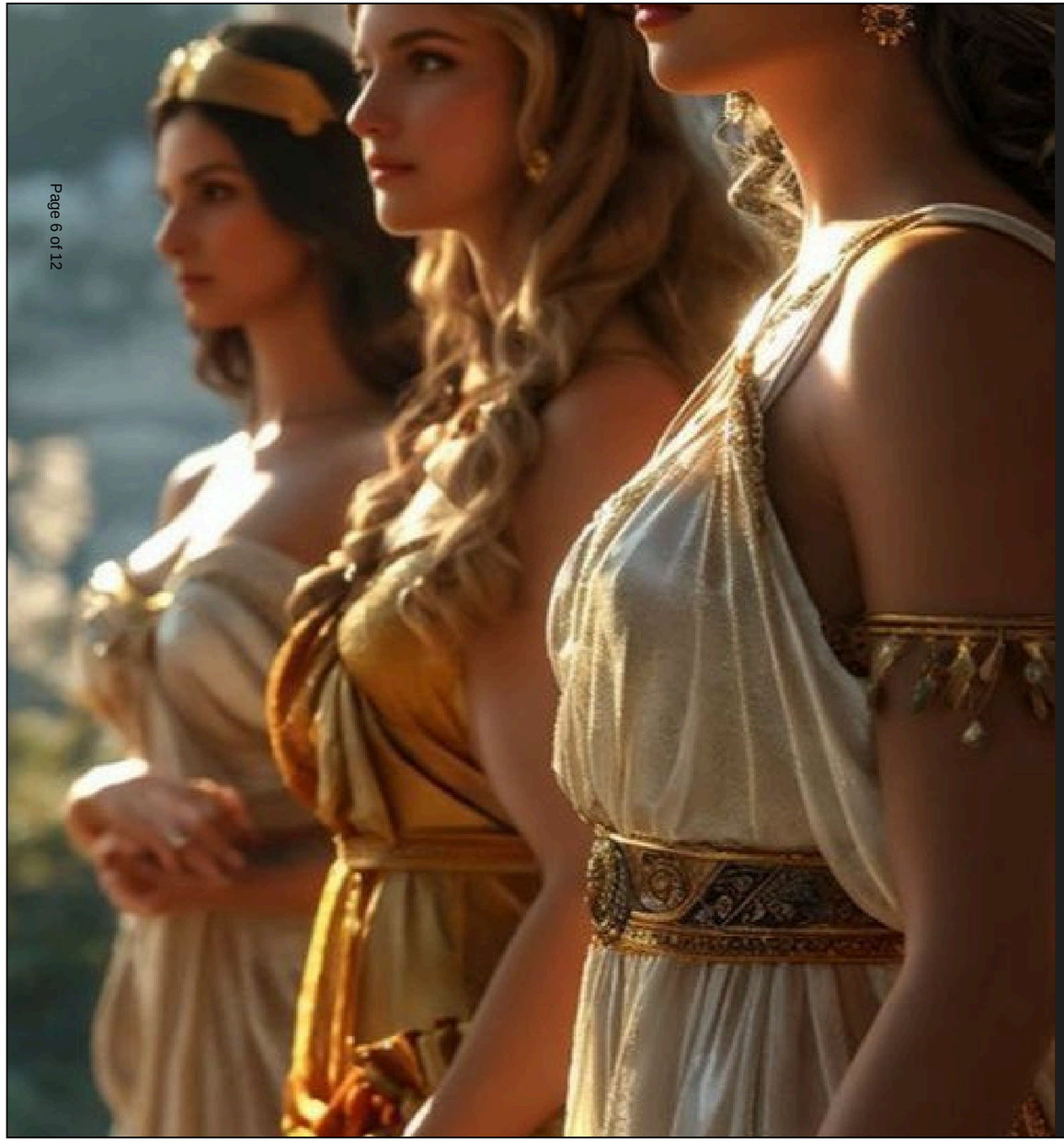


PHOTO BOOTH SPONSOR

$4,000 - SOLD

- Sponsor recognition in all event-related advertising and promotion- pre and post event
- One (1) tables of ten with premier seating for ten (10) guests
- Corporate name, logo prominently featured in photo banner
- Special signage displayed at reserved table at Gala
- Half page advertisement in Gala Commemorative Program
- Ten (10) VIP Reception Tickets



ENTERTAINMENT SPONSOR

$3,000 -

- Entertainment sponsor recognition in all event-related advertising and promotion- pre and post event
- One (1) tables of ten with premier seating for ten (10) guests
- Corporate name, logo prominently featured near DJ Booth
- Special signage displayed at reserved table at Gala
- Half page advertisement in Gala Commemorative Program
- Ten (10) VIP Reception Tickets



TABLE SPONSOR

$2,000

- One (1) table of ten with prime seating for ten (10) guests
- Ten (10) VIP Reception Tickets
- Exclusive signage showcased at the reserved table during the Gala
- Company name or logo placement on event materials such as signage, invitations, and video screens at the event
- Acknowledgment in post-event communications
- Sponsor recognition in all event-related advertising and promotions, both pre and post-event
- Special signage featured at the reserved table during the Gala
-



2025 DERBY NIGHTS GALA SNAP SHOTS!


SAVE THE DATE
10.17.25
OLYMPIAN NIGHTS
2025 BUSINESS GALA

RESOLUTION NO. 2025-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN TO SPONSOR A TABLE IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000.00); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park recognizes the importance of supporting community events and organizations that promote civic engagement and public benefit; and

WHEREAS, the Town desires to sponsor a table for the 2025 Hallandale Beach Business Gala in the amount of Two Thousand Dollars ($2,000.00) to support said event; and

WHEREAS, the Town Commission has determined that it is in the best interest of the Town and its residents to authorize such sponsorship.

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

Section 1. The Town is hereby authorized to sponsor a table in the amount of Two Thousand Dollars ($2,000.00).

Section 2. The Town Manager and/or his or her designee is authorized to take all necessary steps to effectuate the intent of this Resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Mutual Aid Agreement between the Pembroke Park Police Department and the Hallandale Beach Police Department - Chief DeCoursey RESOLUTION NO.: 2025-055 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT BETWEEN THE PEMBROKE PARK POLICE DEPARTMENT AND THE HALLANDALE BEACH POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Town Commission is requested to consider entering into a Mutual Aid Agreement with the Hallandale Beach Police Department. This agreement establishes a framework for collaboration and support between the two law enforcement agencies in situations requiring additional resources, including emergencies, special events, or critical incidents. **Key Points:** • Enables Pembroke Park Police to request assistance from Hallandale Beach Police when necessary. • Provides reciprocal support for Hallandale Beach Police in similar circumstances. • Outlines responsibilities, resource allocation, and operational protocols for joint response. • Ensures compliance with state law and departmental policies regarding mutual aid.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

MAA - Town of Pembroke Park and City of Hallandale Beach - Rev 9.11.2025
RESOLUTION NO 2025-055

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK, FLORIDA AND THE CITY OF HALLANDALE BEACH, FLORIDA

This Mutual Aid Agreement ("Agreement") is entered into by and between the Town of Pembroke Park Police Department ("PPPD") and the City of Hallandale Beach Police Department ("HBPD") pursuant to the Florida Mutual Aid Act, Section 23.121, Florida Statutes, for the purpose of rendering mutual aid in law enforcement services, investigations, and specialized operations, as set forth herein.

RECITALS

WHEREAS, it is the responsibility of the governments of the Town of Pembroke Park, Florida, and the City of Hallandale Beach, Florida, to ensure the public safety of their respective citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the PPPD or the HBPD; and

WHEREAS, both parties desire to ensure that the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the Town of **Pembroke Park, Florida, and the City of Hallandale Beach, Florida; and**

WHEREAS, it is to the advantage of each law enforcement agency to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

A. Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
B. Intensive situations, including, but not limited to, emergencies as defined under Section 252.34 of the Florida Statutes, or requests for certain law enforcement services specified herein and as defined under Section 23.1225 of the Florida Statutes; and

WHEREAS, the Town of Pembroke Park and the City of Hallandale Beach have authority under the Florida Mutual Aid Act, Sections 23.12–23.127 of Florida Statutes, to enter into this Mutual Aid Agreement for law enforcement services which:

A. Permit voluntary cooperation and operational assistance of a routine or emergency law enforcement nature across jurisdictional lines as allowed under Section 23.1225, Florida Statutes; and

B. Provide for rendering assistance in a law enforcement emergency as defined in Section 252.34 of the Florida Statutes.

NOW, THEREFORE, BE IT KNOWN the Town of Pembroke Park, Florida, and the City of Hallandale Beach, Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to abide by the following terms and conditions:

SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby voluntarily approve and enter into this Mutual Aid Agreement, whereby each of the agencies may request and may render law enforcement assistance to the other in dealing with any circumstances requiring law enforcement intervention such as, but not limited to, those circumstances enumerated within Section II of this Agreement, as set forth pursuant to and under the authority of Chapter 23 of the Florida Statutes.

SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE

The parties to this Mutual Aid Agreement may request and render law enforcement assistance to each other for circumstances including, but not limited to, the following:

A. Joint multi-jurisdictional criminal investigations.
B. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
C. Any natural disaster.
D. Incidents which require rescue operations and crowd and traffic control measures, including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
E. Terrorist activities, including, but not limited to, acts of sabotage.
F. Escapes from, or disturbances within, prisoner processing facilities.
G. Hostage and barricaded subject situations.
H. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
I. Enemy attack.
J. Transportation of evidence requiring security.
K. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
L. Security and escort duties for dignitaries.
M. Incidents requiring utilization of specialized units; e.g., canine, motorcycle, investigate services division, crime scene techs, drone units, and police information.

N. Emergency situations in which one agency cannot perform its functional objective.
O. Joint training in areas of mutual need.
P. Joint multi-jurisdictional marine interdiction operations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE AND LIMITATIONS OF ASSISTANCE

In the event that a party to this Cooperation Agreement is in need of assistance as set forth above, the Chief of Police, or his/her designee, shall notify the Chief of Police, or his/her designee, from whom such assistance is requested. The Chief of Police, or authorized agency representative, whose assistance is sought, shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and may respond in a manner he/she deems appropriate.

Mutual aid requested or rendered requires approval by the Chief of Police, or designee, of each agency subject to this agreement. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene. Communications instructions will be included in each request for mutual aid, and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled by established procedures of the requesting agency, subject to this agreement.

The Chief of Police, whose jurisdiction assistance is being rendered, may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the situation dictates.

Should a law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the area on routine business, attending a meeting or going to or from work, and a violation of Florida Statutes occurs in the presence of said officer, HE/SHE SHALL ONLY BE EMPOWERED TO RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH FLORIDA LAW.

Should enforcement assistance be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any reasonably requested assistance, including but not limited to, a follow-up written report documenting the event and the actions taken. This provision, so prescribed in this paragraph, shall not grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-

threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter, and such encounter results in a breach of peace.

The parties acknowledge that the policy of the Florida Mutual Aid Act is to provide a means of addressing disasters, emergencies, and other major law enforcement issues. This Cooperation Agreement shall not extend police powers beyond the specific additional authority granted by the Legislature in Chapter 23 of the Florida Statutes, which intent was to assure the continued functioning of law enforcement in times of emergencies or in areas where major law enforcement efforts were being thwarted by jurisdictional barriers, and the respective parties, police officers and authority are limited to those instances where the subject matter of the investigation originates inside the municipal city limits.

SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Chief of Police, or his/her designee, of the agency requesting assistance, when assistance is being rendered hereunder.

SECTION V. CONFLICTS

Whenever an officer is rendering assistance pursuant to this Cooperation Agreement, the officer shall abide by and be subject to the rules, regulations, personnel policies, general orders, and standard operating procedures of their own employer. Suppose any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency. In that case, such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION VI. HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort, as it may pertain to this Cooperation Agreement, the Chief of Police, or his/her designee, of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

A. The identity of the complainant.
B. An address where the complaining party can be contacted.
C. The specific allegation.
D. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing

of the complaint, shall be forwarded without delay to the requesting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION VII. LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Cooperation Agreement, agrees to assume full and final responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this Cooperation Agreement, subject to the provisions of Section 768.28 of the Florida Statutes, where applicable.

SECTION VIII. POWERS, PRIVILEGES, IMMUNITIES, AND EXPENDITURES

A. Employees of the Town of Pembroke Park and the City of Hallandale Beach, when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall pursuant to the provisions of Section 23.127(1) of the Florida Statutes (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
B. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to this Cooperation Agreement as set forth above; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
C. The party that furnishes equipment pursuant to this Cooperation Agreement will be responsible for the cost of loss or damage to that equipment, and any expense incurred in the operation and maintenance of that equipment.
D. The agency furnishing aid pursuant to this Cooperation Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
E. To the extent provided by applicable law, ordinance, or rule, the privileges and immunities from liability, exemption from laws, ordinances and regulations, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while

engaged in the performance of the employee's duties extraterritorially under the provisions of this Cooperation Agreement. The provisions of this section shall apply to paid, volunteer, and reserve employees.

F. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

G. Should the Town of Pembroke Park receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the City of Hallandale Beach shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

H. Should the City of Hallandale Beach receive reimbursement for expenditures from a third party for a mutual aid event covered by this Cooperation Agreement, the Town of Pembroke Park shall be eligible to receive an equitable reimbursement share for any actual costs or expenses incurred that are directly attributable to the event, provided such costs and expenses are authorized by the third party for reimbursement purposes.

SECTION IX. FORFEITURE

The municipality/agency in which any property is seized pursuant to the Florida Contraband Forfeiture Act shall have exclusive authority to initiate forfeiture proceedings under the Florida Contraband Forfeiture Act, for any matters which arise from a mutual aid event covered by this Cooperation Agreement.

However, the municipality/agency with the right to proceed with the forfeiture may allow the other municipality/agency to prosecute the forfeiture, provided that the written authorization of the Chief of Police and the legal counsel for each municipality/agency is obtained.

The municipality/agency pursuing the forfeiture action shall bear the exclusive right and responsibility to control, maintain, and store the property. The costs for control, maintenance, and storage of the property shall be subtracted from the proceeds prior to distribution.

The property seized and forfeited in accordance with this agreement, and the proceeds, if any, shall be equitably distributed among the participating municipalities/agencies in proportion to the amount of investigation and participation performed by each municipality/agency.

Any participating municipality/agency must request sharing, in writing, before the entry of the Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited.

This Cooperation Agreement creates no rights or benefits in favor of third parties, and there are no intended third-party beneficiaries with regard to the provisions herein.

SECTION X. INSURANCE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes (2025), in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed.

A party that is a self-insured municipality or other self-insured governmental entity may satisfy this requirement by providing a statement, resolution, or other documentation from its governing body or risk management office affirming that it maintains an adequate self-insurance program in accordance with Section 768.28, Florida Statutes. Such documentation shall describe the extent of coverage and include any relevant actuarial or financial information upon request by the other parties.

Should the insurance coverage, however provided, of any party be canceled or undergo a material change, that party shall notify all other parties to this Agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION XI. COMMAND AND CONTROL

A. Personnel rendering aid shall be under the immediate command of their own supervisors, but the overall mission direction shall rest with the Requesting Agency's Incident Commander.
B. Operational control shall be exercised in a coordinated manner, ensuring that assisting officers follow lawful directives of the requesting agency while remaining subject to their home agency's policies.

SECTION XII. COMPENSATION AND COSTS

A. Unless otherwise agreed in writing, each agency shall bear the cost of wages, benefits, equipment, and expenses for its own personnel while operating under this Agreement.
B. Extraordinary costs (such as overtime or specialized service fees) may be subject to reimbursement if agreed upon in advance.

SECTION XIII. DURATION AND TERMINATION

A. This Agreement shall commence upon execution by both parties and remain in effect for a period of five (5) years, unless terminated earlier by either party.
B. Either party may terminate this Agreement upon thirty (30) days' written notice.

SECTION XIV. PUBLIC RECORDS

Both parties are public agencies subject to Chapter 119, Florida Statutes. Each party shall comply with Florida's Public Records Law. Specifically, each party shall:

A. Keep and maintain public records required by the other party to perform the service;
B. Upon request each party shall provide the other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, each party shall destroy all copies of such confidential and exempt records remaining in its possession after such records are transferred to the other party, unless otherwise required by law; and
D. Upon completion of the Agreement, each party shall ensure the transfer to the other party all public records in their possession. All records stored electronically by either party must be provided, upon request from the custodian of public records of either party, in a format that is compatible with the information technology systems of the requesting party.

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

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #234

SECTION XV. PUBLIC INFORMATION OFFICER (PIO) AND MEDIA RELATIONS

A. **Control of Information**: The lead investigating agency shall have sole authority over the release of any information to the public, including through the media or any other communication channels. This control is essential to preserve the integrity of ongoing investigations and to ensure that the release of information

does not compromise case outcomes, investigative strategies, or operational safety.

B. **Designated PIO Authority**: In all matters pertaining to an investigation conducted under this Agreement, the lead investigating agency shall assume full responsibility for all Public Information Officer (PIO) duties. No other agency involved in the mutual aid response shall disseminate any case-related information without the express written authorization of the investigating agency's Chief of Police or designee.

C. **Joint Operations or Mutual Investigations**: In cases where both agencies jointly investigate an incident or conduct coordinated operations, the agencies shall mutually agree upon which agency will serve as the lead for public information purposes. Once designated, that agency shall manage all external communications, including press releases, media briefings, and public statements.

D. **Emergency Notifications:** In situations requiring urgent public safety notifications (e.g., active threats, evacuation orders), immediate communication may be made by the on-scene command post. However, such communication shall be limited to critical public safety information only and shall be coordinated with the designated PIO as soon as practicable.

E. **Compliance with Public Records Law:** All public statements and media releases shall be made in accordance with Chapter 119, Florida Statutes (Florida Public Records Law), ensuring that confidential or exempt information is not improperly disclosed.

SECTION XVI. MISCELLANEOUS

A. This Agreement does not limit either agency's authority to enter into other mutual aid agreements with additional agencies.

B. Nothing herein shall be construed to conflict with collective bargaining agreements, statutory obligations, or existing policies of either agency.

SECTION XVII. EXECUTION

For the Town of Pembroke Park Police Department:

By: _____ _____
Chief of Police Date

By: _____ _____
Town Manager Date

By: _____ _____
Town Attorney Date

For the Hallandale Beach Police Department:

By: _____ _____
Chief of Police Date

By: _____ _____
Town Manager Date

By: _____ _____
Town Attorney Date

RESOLUTION NO. 2025-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO A MUTUAL AID AGREEMENT BETWEEN THE PEMBROKE PARK POLICE DEPARTMENT AND THE HALLANDALE BEACH POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Pembroke Park Police Department and the Hallandale Beach Police Department desire to establish a framework for mutual cooperation and support in the provision of law enforcement services; and

WHEREAS, a Mutual Aid Agreement allows both departments to request and provide assistance in emergencies, special events, or other situations requiring additional resources; and

WHEREAS, the Town Commission finds that entering into such an agreement is in the best interest of the health, safety, and welfare of the residents of the Town of Pembroke Park.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby authorizes the Town Manager and Police Chief to execute a Mutual Aid Agreement with the Hallandale Beach Police Department on behalf of the Town.

Section 3. The Town Manager and Town staff are authorized to take all actions necessary to implement and administer the terms of the Mutual Aid Agreement.

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

Section 5. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 6. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

wed

Agenda Item Report

Subject:	DELL purchase for end of the year - IT Director Pakula RESOLUTION NO.: 2025-056 A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE INFORMATION TECHNOLOGY (IT) DIRECTOR TO PURCHASE END-OF-YEAR ITEMS FROM DELL AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Dell purchase
Background Information:	
Staff Recommendations:	Purchasing from dell.
Procurement:	Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS
Financial Implications:	This is a budgeted item $ 12,401.47
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2025-056
Cooperative contract_Dell

RESOLUTION NO. 2025-056

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE INFORMATION TECHNOLOGY (IT) DIRECTOR TO PURCHASE END-OF-YEAR ITEMS FROM DELL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has identified a need for technological equipment and related items to support ongoing operations and ensure proper functionality of systems; and

WHEREAS, Dell Technologies is a qualified vendor through state and cooperative purchasing contracts, providing competitive pricing and reliable equipment; and

WHEREAS, the Town of Pembroke Park desires to authorize the Information Technology (IT) Director to proceed with the purchase of the necessary end-of-year technology items from Dell in an amount not exceeding $12,401.47.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The IT Director is hereby authorized to purchase end-of-year technology items from Dell, in an amount not to exceed $12,401.47, consistent with budgetary allocations.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29TH day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
DELL MARKETING L.P.

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Dell Marketing L.P., a corporation authorized to do business in the State of Florida, with principal office located at One Dell Way, Round Rock, TX 78682 ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the NASPO - ACS ("NASPO") Cooperative Purchasing Program: Contract Number 43210000-23-NASPO-ACS ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to NASPO, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

   c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

   e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

   a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

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

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Liz Cecil, Sales Rep
Dell Marketing L.P.
Telephone No. (512) 795-1176
Liz.cecil@dell.com

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies

with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

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

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

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

20.2 Registration Requirement; Termination:

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

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

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke

Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

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

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

DELL MARKETING L.P.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Dell Marketing L.P., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Dell Marketing L.P. and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

NASPO COOPERATIVE PURCHASING PROGRAM

(NASPO CONTRACT # 43210000-23-NASPO-ACS)

Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services

This Alternate Contract Source No. 43210000-23-NASPO-ACS Computer Equipment, Peripherals, and Related Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Dell Marketing L.P. (Contractor), located at One Dell Way, Round Rock, TX 78682, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Minnesota (Lead State), competitively procured computer equipment, peripherals, and related services and executed Contract No. 23004, Computer Equipment, Peripherals & Related Services (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

   The Master Contract became effective July 1, 2023, and its term currently ends on June 30, 2025. The Master Contract has three years of renewals available, in increments as determined by the Lead State. The Contract will become effective on February 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on June 30, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. **Order of Precedence.**

   This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

   a) This Contract document
   b) Exhibit A: Additional Special Contract Conditions
   c) Exhibit B: Special Contract Conditions
   d) Exhibit C: Price Schedule

Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services

e) Exhibit D: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Scope

This Contract includes the entire scope of the products and services available through the Master Contract. The Contractor is authorized through the Master Contract to sell desktops, laptops, tablets, ruggedized devices, and other commodities related to computer equipment purchases in product Band 1 – Personal Computer Devices – Windows Operating Systems, product Band 2 – Personal Computer Devices - Non-Windows Operating Systems, and product Band 3 – Servers and Storage.

4. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Customer may include Customer specific terms and conditions and the Contractor reserves the right to accept additional terms and conditions in a separate agreement issued pursuant to this Contract.

5. Primary Contacts.

Department's Contract Manager:
Bradley Beech
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 487- 9847
Email: Bradley.Beech@dms.fl.gov

Contractor's Contract Manager:
Ashley Salinas
Dell Marketing L.P.
One Dell Way, R1-33
Round Rock, TX 78682
512-542-1237
A.Salinas@dell.com

Alternate Contract Source (ACS)
No. 43210000-23-NASPO-ACS
For
Computer Equipment, Peripherals, and Related Services

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

DELL MARKETING L.P.

DocuSigned by:
Katherine Castillo
7E52A1A3BB384...
Katherine Castillo, Paralegal Supervisor

1/17/2024 | 4:05 PM EST
Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C947139299499485...
Pedro Allende, Secretary

1/23/2024 | 2:05 PM EST
Date:



EXHIBIT A

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders at the time of order placement. The use of a State of Florida Purchasing Card is not permitted for payment of invoices issued by the Contractor.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. Preferred Pricing: This section intentionally left blank.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly

Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. This section intentionally left blank.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format agreed upon between the Contractor and the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery

will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General

and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all third party claims resulting in fines, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
For all claims against the Contractor under any Customer purchase order, and regardless of the basis on which the claim is made, the Contractor's liability for direct damages under the Contract will be limited to the greater of $200,000 or two times the charges for Products or Services rendered by the Contractor under the Customer order. This limitation will not apply to any claim arising under an indemnity provision of the Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party will be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

For damages other than those excluded in the preceding paragraph, the Customer's liability is limited to: 1) if the damage is the Customer's failure to pay amounts due to the Contractor for Products received and accepted by the Customer pursuant to the Contract, then only the

amount due for such Products and any interest owed under section 215.422, F.S.; or 2) in the event the damage is not related to the Customer's failure to comply with the payment provisions of the Contract, to the maximum of the limited waiver of sovereign immunity provided for in section 768.28, F.S.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

8.4.1 Ownership.
Subject to Section 8.4.4, unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed specifically and uniquely within the scope of a Statement of Work for services in connection with the Contract ("Services Deliverables"). For clarity, Service Deliverables shall exclude Contractor Intellectual Property.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of developing Service Deliverables in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract as part of developing Service Deliverables, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract as part of developing Service Deliverables.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed as part of developing Service Deliverables in connection with the Contract. All copyrights created or developed through performance of the Contract as part of developing Service Deliverables are owned solely by the State of Florida.

8.4.4 Contractor Materials.
Contractor shall exclusively own and retain all right, title, and interest in and to (a) all background knowledge, pre-existing work, and other intellectual property authored, invented, developed, prepared, created, reduced to practice, or otherwise owned or controlled by Contractor prior to or outside the scope of this Contract, (b) any modifications, enhancements, and improvements to Contractor Background Intellectual Property (IP); and (c) Contractor's generalized ideas, concepts, know-how, techniques methodologies, user manuals, processes, technologies, algorithms, software development tools, reusable reports, scripts, designs, charts, plans, specifications, documentation, forms, templates or output that are used by the Contractor generally in business ("Contractor IP") and not related to this Contract.

SECTION 9. DATA SECURITY.
The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. If a Customer requires Dell to access their data in order to provide services, the permission and specific services requiring the access must be agreed to by the execution of a Statement of Work. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all applicable HIPAA requirements and any other state and federal rules and regulations regarding security of information.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.
The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. If such delay or failure lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, the relevant Purchase Order by giving written notice to the delayed party. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. This section intentionally left blank.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

AMENDMENT NO. 2 TO NASPO MASTER AGREEMENT 23026

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing, L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor").

WHEREAS, the State has an agreement with the Contractor identified as NASPO Master Agreement 23026, July 14, 2023, through June 30, 2025 ("Master Agreement"), to provide Computer Equipment, Peripherals, & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Master Agreement allow the State to amend the Master Agreement as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Master Agreement.

NOW, THEREFORE, it is agreed by the parties to amend the Master Agreement as follows:

1. That Master Agreement 23026 is extended to June 30, 2026, at the same terms, conditions, and pricing.

This Amendment is effective beginning June 30, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Master Agreement is canceled, whichever occurs first.

Except as herein amended, the provisions of the Master Agreement between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Signed by:
By: Katherine Castillo
Signature 6DEF23302D0B4B8...

Katherine Castillo
Printed Name

Title: ParaLegal Advisor

Date: 3/31/2025

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

DocuSigned by:
By: Elizabeth M. Randa
Signature 742DE739C8ED492...

Elizabeth M. Randa
Printed Name

Title: Acquisition Management Specialist

Date: 3/31/2025

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

DocuSigned by:
By: Luke Jannett
Signature 0266C0BD8EF44DE...

Luke Jannett
Printed Name

Title: Acquisitions Manager

Date: 3/31/2025

EXHIBIT B

Proposal

From: Liz.Cecil@dell.com
To: Mark Pakula
Subject: Your Dell Quote 3000194086260.1
Date: Monday, September 8, 2025 10:12:23 PM

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Oct. 08, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Town of Pembroke Park | 9/8/25**	Sales Rep	Liz Cecil
Quote No.	**3000194086260.1**	Phone	1(800) 4563355
Total	**$12,401.47**	Email	Liz.Cecil@dell.com
Customer #	14164554	**Billing To**	LISSETTE RODRIGUEZ TOWN OF PEMBROKE PARK 3150 SOUTHWEST 52ND AVE PEMBROKE PARK, FL 33023
Quoted On	Sep. 08, 2025		
Expires by	Oct. 08, 2025		
Contract Name	Dell NASPO Computer Equipment PA - Florida		
Contract Code	C000001116132		
Customer Agreement #	23026 / 43210000-23-NASPO-ACS		

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 Pro Micro Plus QBM1250	**$1,582.87**	**1**	**$1,582.87**

Dell Premier Multi-device Wireless Keyboard and Mouse - KM7321W	$74.90	1	$74.90
Dell Pro Slim Plus QBS1250	$1,673.04	3	$5,019.12
Dell Premier Multi-device Wireless Keyboard and Mouse - KM7321W	$74.90	3	$224.70
Dell UltraSharp 38 Curved USB-C Hub Monitor - U3824DW, 95.25cm (37.5"), Spkr	$1,122.18	2	$2,244.36
Dell Pro 27 Plus Monitor - P2725H	$198.27	6	$1,189.62
Dell Pro Premium Conferencing Soundbar - SB725	$79.31	6	$475.86
Dell Pro Plus Keyboard and Mouse - KM7321W - US English	$74.90	6	$449.40
Dell Pro 14-16 Plus EcoLoop Urban Backpack - CP5625G	$44.06	4	$176.24
Dell 90W USB-C AC Adapter	$57.27	8	$458.16
Dell Performance Dock- WD19DCS	$253.12	2	$506.24

Subtotal:	$12,401.47
Shipping:	$0.00
Non-Taxable Amount:	$12,401.47
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$12,401.47

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Micro Plus QBM1250 Estimated delivery if purchased today: Sep. 19, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS	**$1,582.87**	**1**	**$1,582.87**

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (R) (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
32 GB: 2 x 16 GB, DDR5, up to 6400 MT/s, non-ECC	370-BCVZ	-	1	-
512GB SSD	400-BSWY	-	1	-
Internal WiFi Antenna	555-BLWT	-	1	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	1	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	1	-
Dell Pro Micro Plus with 65W Processor	329-BKRQ	-	1	-
No Keyboard Selected	580-BCTF	-	1	-
No Mouse Selected	570-BBKQ	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
US Power Cord	450-AAZN	-	1	-
Documentation	340-DNBV	-	1	-
Watch Dog SRV	379-BFYR	-	1	-
Quick Start Guide	340-DTSX	-	1	-
US/Canada Battery Warning Label	389-FKHG	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material, MPP Cusion	340-DTXM	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for 180W Adapter	389-FKNY	-	1	-
Driver/APP for IRST	658-BFTS	-	1	-
Intel(R) Core(TM) Ultra 7 vPro Processor Label	389-FJVS	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Dell Pro Micro Plus QBM1250	210-BPQG	-	1	-
Intel vPro(R) Enterprise	631-BCCP	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Custom Configuration	817-BBBB	-	1	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	1	-
Internal Speaker	520-BBGY	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
180 Watt A/C Adapter, TCO Compliant	450-BDXJ	-	1	-
NO RAID	817-BBBN	-	1	-
No Option Included	340-ACQQ	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	717-0457	-	1	-

ProSupport: Next Business Day Onsite, 3 Years	717-0462	-	1	-
Dell Limited Hardware Warranty Plus Service	717-0497	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Micro Plus QBM1250	658-BFWF	-	1	-

		Unit Price	Quantity	Subtotal
Dell Premier Multi-device Wireless Keyboard and Mouse - KM7321W Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$74.90**	**1**	**$74.90**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Plus Keyboard and Mouse - KM7321W	580-AJIX	-	1	-

		Unit Price	Quantity	Subtotal
Dell Pro Slim Plus QBS1250 Estimated delivery if purchased today: Sep. 22, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$1,673.04**	**3**	**$5,019.12**

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (R) (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	3	-
Windows 11 Pro	619-BBQD	-	3	-
32GB: 2 x 16GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWR	-	3	-
512GB SSD	400-BSWY	-	3	-
1st M.2 2280 SSD Screw	773-BBBC	-	3	-
NVIDIA RTX A400, 4 GB GDDR6, half height, 4 mDP to DP	490-BLBT	-	3	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, Bluetooth(R) wireless card	555-BLWS	-	3	-
Internal WiFi Antenna	555-BLWZ	-	3	-
WLAN Driver Intel(R) Wi-Fi 7 BE200	555-BLZD	-	3	-
Dell Pro Slim Plus QBS1250 with 360W PSU	329-BKSQ	-	3	-
No Keyboard Selected	580-BCTF	-	3	-
No Mouse Selected	570-BBKQ	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	3	-
Documentation	340-DNBV	-	3	-
Watch Dog SRV	379-BFYR	-	3	-
Quick Start Guide	340-DTTZ	-	3	-

US/Canada Battery Warning Label	389-FKHG	-	3	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	3	-
Shipping Material (DAO)	340-DTSR	-	3	-
Shipping Label	389-BBUU	-	3	-
DAO Reg label for 360W PSU	389-FJYT	-	3	-
Driver/APP for IRST	658-BFTS	-	3	-
Intel(R) Core(TM) Ultra 7 vPro Processor Label	389-FJVS	-	3	-
Desktop BTO Standard shipment	800-BBIO	-	3	-
Dell Pro Slim Plus QBS1250	210-BPPM	-	3	-
Intel vPro(R) Enterprise	631-BCBN	-	3	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	3	-
Custom Configuration	817-BBBB	-	3	-
No Optical Drive	429-BBCH	-	3	-
Internal speaker	520-BBKW	-	3	-
No Additional Add In Cards	382-BBHX	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
No Additional Video Ports	492-BCKH	-	3	-
No Option Included	340-ACQQ	-	3	-
No Media Card Reader	379-BBHM	-	3	-
NO RAID	817-BBBN	-	3	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	3	-
CMS Software not included	632-BBBJ	-	3	-
No Hard Drive Bracket	575-BBKX	-	3	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	3	-
ProSupport: 7x24 Technical Support, 3 Years	717-8797	-	3	-
ProSupport: Next Business Day Onsite, 3 Years	717-8802	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	3	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	3	-
No Additional Add In Cards	382-BBHX	-	3	-

		Unit Price	Quantity	Subtotal
Dell Premier Multi-device Wireless Keyboard and Mouse - KM7321W Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$74.90**	**3**	**$224.70**

Description	SKU	Unit Price	Quantity	Subtotal

Dell Pro Plus Keyboard and Mouse - KM7321W	580-AJIX	-	3	-

	Unit Price	Quantity	Subtotal
Dell UltraSharp 38 Curved USB-C Hub Monitor - U3824DW, 95.25cm (37.5"), Spkr Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS	**$1,122.18**	**2**	**$2,244.36**

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 38 Curved USB-C Hub Monitor - U3824DW, 95.25cm (37.5"), Spkr	210-BHSM	-	2	-
Advanced Exchange Service 3 Years	848-0106	-	2	-
Dell Limited Hardware Warranty	848-0112	-	2	-

	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS	**$198.27**	**6**	**$1,189.62**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 27 Plus Monitor - P2725H	210-BMFJ	-	6	-
Dell Limited Hardware Warranty	814-5380	-	6	-
Advanced Exchange Service, 3 Years	814-5381	-	6	-

	Unit Price	Quantity	Subtotal
Dell Pro Premium Conferencing Soundbar - SB725 Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS	**$79.31**	**6**	**$475.86**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Premium Conferencing Soundbar - SB725	520-BBLX	-	6	-

	Unit Price	Quantity	Subtotal
Dell Pro Plus Keyboard and Mouse - KM7321W - US English Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS	**$74.90**	**6**	**$449.40**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Plus Keyboard and Mouse - KM7321W - US English	580-AJIX	-	6	-

Unit Price	Quantity	Subtotal

Dell Pro 14-16 Plus EcoLoop Urban Backpack - CP5625G Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$44.06**	**4**	**$176.24**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14-16 Plus EcoLoop Urban Backpack - CP5625G	460-BFDD	-	4	-

		Unit Price	**Quantity**	**Subtotal**
Dell 90W USB-C AC Adapter Estimated delivery if purchased today: Oct. 03, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$57.27**	**8**	**$458.16**

Description	SKU	Unit Price	Quantity	Subtotal
Dell 90W USB-C AC Adapter	492-BCBK	-	8	-

		Unit Price	**Quantity**	**Subtotal**
Dell Performance Dock- WD19DCS Estimated delivery if purchased today: Sep. 12, 2025 Contract # C000001116132 Customer Agreement # 23026 / 43210000-23-NASPO-ACS		**$253.12**	**2**	**$506.24**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Performance Dock – WD19DCS	210-AZBN	-	2	-
Advanced Exchange Service, 3 Years	824-3984	-	2	-
Dell Limited Hardware Warranty	824-3993	-	2	-

Subtotal:	**$12,401.47**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$12,401.47**

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 products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.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/offeringspecificterms ("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.

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:	Consideration and approval of purchase of New Equipment for IT Department - IT Director Pakula RESOLUTION NO.: 2025-057 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF NEW INFORMATION TECHNOLOGY EQUIPMENT IN THE AMOUNT OF $18,176.00; CONFIRMING THAT THE EXPENSE IS A BUDGETED ITEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	IT Department
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	Approve Item
Background Information:	This is a budgeted Item
Staff Recommendations:	Replacing old outdated equipment.
Procurement:	GSA MAS Contract 47QTCA19D00MM Expires 09/26/2029
Financial Implications:	$ 18,176.00
Alternatives:	

ATTACHMENTS:

RESOLUTION NO 2025-057
CSPI Agreement

RESOLUTION NO. 2025-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF NEW INFORMATION TECHNOLOGY EQUIPMENT IN THE AMOUNT OF $18,176.00; CONFIRMING THAT THE EXPENSE IS A BUDGETED ITEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town recognizes the need to maintain and upgrade its information technology infrastructure to ensure the continued efficiency, security, and reliability of municipal operations; and

WHEREAS, the purchase of new IT equipment in the amount of **$18,176.00** has been identified as a necessary and budgeted expenditure for the current fiscal year; and

WHEREAS, the Town Commission finds that the acquisition of this equipment is in the best interest of the Town and its residents.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby approves the purchase of new IT equipment in the amount of $18,176.00, as a budgeted item.

Section 3. The Town Manager is authorized to execute any and all documents necessary to complete the purchase.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
MODCOMP, INC.

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Modcomp, Inc., a corporation authorized to do business in the State of Florida, with principal office located at 951 Broken Sound Parkway N.W., Suite 250 Boca Raton, FL ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the General Services Administration ("GSA") Cooperative Purchasing Program: Contract Number 47QTCA19D00MM ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to GSA, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance.

Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

   a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

   b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

   c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

   e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

   f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

   Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

   a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

   b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

   A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

   1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

   4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been

delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Town Commission of the Town of Pembroke Park in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

14. Governing law and venue:

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

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise

accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

TOWN

David Lynch, Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
dlynch@tppfl.gov

With a copy to Town Attorney at the following address:

Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
jhorowitz@gorencherof.com

CONTRACTOR

Bob Palmisano, Representative
Modcomp, Inc.
351 Broken Sound Parkway N.W., Suite 250
Boca Raton, FL 33487
Telephone No. (954) 571-4626
bob.palmisano@cspi.com

Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

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

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

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

20.2 Registration Requirement; Termination:

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

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

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

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

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

MODCOMP INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Modcomp, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Modcomp, Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

GSA COOPERATIVE PURCHASING PROGRAM

(GSA CONTRACT # 47QTCA19D00MM)

GSA Price List

GSA MAS Contract 47QTCA19D00MM

TD SYNNEX | Public Sector

GSA Schedule Contract 47QTCA19D00MM

General Services Administration

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The Internet address for GSA *Advantage!*® is: http://www.gsaadvantage.gov/.

Multiple Award Schedule

PSC Large Category
Information Technology
MAS Contract Number 47QTCA19D00MM
Contract Period: September 27, 2019 through September 26, 2029

TD SYNNEX Corporation

39 Pelham Ridge Drive
Greenville, SC 29615
Phone: 877-230-5680
GSA@tdsynnex.com
Business Size: Large
https://www.tdsynnex.com/na/us/td-synnex-public-sector/contracts/gsa/

Contract Administrator

Destiny Lark - 864.666-2364– Destiny.Lark@tdsynnex.com

Pricelist current through Solicitation 47QSMD20R0001 Refresh 28 and Mod. PS-0525, July 25, 2025

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1. CUSTOMER INFORMATION

a. Table of Awarded SINs:

SIN	Description	Pricing
33411	Purchase of New Electronic Equipment State Cooperative Purchasing Approved	2.2%-96.28%
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts State Cooperative Purchasing Approved	2.2%-93.84%
511210	Software Licenses State Cooperative Purchasing Approved	2.2%-62.13%
54151	Software Maintenance Services State Cooperative Purchasing Approved	2.9%-62.13%

b. Identification of the lowest priced model number for each SIN awarded:

SIN	PN	Description	MSRP	GSANTE with IFF	COO
33411	R668	Stratus ft Server 2700, 4700, and 6400 Systems: Installation Guide	0.02	0.01	US
811212	GE-SVFDKSD5Y	Keep Your Solid State	0.02	0.01	TW
511210	AS391	Disk Drive Blank for ft Server family	0.02	0.01	US
54151	H0JD4A1	HPE 1Y TS Support Credits 10 Per Yr SVC	0.02	0.01	US

c. Hourly Rates: Not Applicable

2. MAXIMUM ORDER: Maximum dollar value of orders accepted is $500,000.00.

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: The minimum dollar value of orders accepted is $100.00.

4. GEOGRAPHIC COVERAGE: Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. CONUS delivery is via standard ground freight. Expedited delivery options are available and OCONUS delivery are available for additional costs.

Overseas delivery is delivery to point of embarkation for delivery OCONUS - outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

5. POINT(S) OF PRODUCTION: TAA Compliant Countries identified by the product manufacturer.

6. DISCOUNT FROM LIST PRICES: 1% for orders over $100,000

7. QUANTITY DISCOUNTS: none

8. PROMPT PAYMENT TERMS: 0.25 bps 15 days Net 30 for non-credit card orders.
Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. GOVERNMENT PURCHASE CARDS

a. Government Purchase Cards are accepted at or below the micro-purchase threshold.
b. Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

10. FOREIGN ITEMS: The country of origin on supplies is determined by the manufacturer of the product. Only TAA Compliant products are included on the contract.

11. DELIVERY

a. Time of Delivery: SINs 33411 & 811212 are 30 days ARO
b. Expedited Delivery: Additional costs do apply. Please call for an expedited freight quote.
c. Overnight and 2-day Delivery: Additional costs do apply. Please call for an expedited freight quote.

12. F.O.B. POINT(S): OCONUS*
*Freight costs for worldwide shipments outside of CONUS will need to be negotiated between TD SYNNEX and the Ordering Entity.

13. ORDERING

a. Address: Same as Contractor
b. Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Lockbox Address:
TD SYNNEX Corporation
PO Box 406748
Atlanta, GA 30384-6748

15. WARRANTY PROVISION:

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. As a computer products distributor, Contractor passes the manufacturers' warranties through to their customers. Warranties will vary from part number, product line and manufacturer and can include on-site, depot and replacement. Warranties will also vary in length of their coverage period. Generally, Contractor will provide a replacement unit for product that is DOA (Dead on Arrival) for the first 30 days after purchase. Thereafter, all warranty work is handled either directly from the manufacturer or through a contracted third party.
b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Contact TD SYNNEX Corporation for Return Merchandise Authorization (RMA).

16. EXPORT PACKING CHARGES: TD SYNNEX does offer international shipping on a limited basis. The company will pay for freight to point of embarkation only.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
Government Purchase Cards are accepted at or below the micro-purchase threshold.
Government Purchase Cards are not accepted above the micro-purchase threshold. Contact the Contractor for limit.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A

19. TERMS AND CONDITIONS OF INSTALLATION: N/A

20. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS:

Chantilly, Virginia	Chicago, Illinois
Chino, California	Fremont, California
Greenville, South Carolina	Grove City, Ohio
Indianapolis, Indiana	Monroe, New Jersey
Richardson, Texas	Romeoville, Illinois
Southaven, Mississippi	Tracy, California

22. LIST OF PARTICIPATING DEALERS: See pages 6-19

23. PREVENTATIVE MAINTENANCE: Refer to SIN 811212

24. SPECIAL ATTRIBUTES:
a. Environmental Attributes: N/A
b. Section 508 Compliance for Electronic and Information Technology (EIT): The EIT standards can be found at: www.Section508.gov/.

25. DATA UNIVERSAL NUMBER SYSTEM NUMBER: 112375758

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM):
Contractor has an Active Registration in the SAM database. SAM.gov UEI # LYXBWDHL4VR9

	Reseller	SBA Status	City	State
	22Vets, LLC	SDVOSB, HUBZone, PBE	Bull Valley	IL
	2uTec	WBE	North Syracuse	NY
NEW	321GANG, LLC	SB	Scottsdale	AZ
	4K Solutions, LLC	SDVOB (CvE)	Midland	GA
	4Tech Solutions	MOSB/SDB	McDonough	GA
	4XBOLT, LLC	WOSB, SDVOSB	WESTERVILLE	OH
	5 Point Solutions		Lexington	FL
NEW	525 Technologies	MO	Lawrenceville	GA
NEW	A.M. Communications Solutions, Inc		DOVER	PA
	Abba Technologies Inc	SB; DV (Hispanic)	Albuquerque	NM
	ABC Laser USA, Inc	WoSB	Lawerenceville	GA
	Abico, LLC	Small Business	Cary	NC
	ABM Federal Sales	SB	Chesterfield	MO
	Abrahams Consulting, LLC	8(a), EDWOSB	Staten Island	NY
	Abundans Information Technology LLC	Texas HUB, SBA WOS	Humble	TX
	ACC Supplies Solutions LLC	WOSB	Westminister	CA
	Accellis Technology Group		Valley View	OH
	Access Printer Supplies		Loveland	CO
	Access Products dba Imaging Systems		Colorado Springs	CO
	Ace Computers	WOSB	Elk Grove Village	IL
	ACE Real Time Solutions LLC		Chesterfield	VA
	ACERRA TECHNOLOGIES, Inc.	8a; WOSB; SDB	Stafford	TX
	ACP Creativ IT		Buffalo Grove	IL
	Action Technologies Group	M&WBE	Muncie	IN
	ACTURE SOLUTIONS	SB	Schenectady	NY
	Acura Systems International, Inc. - CloudTech Mobile		Milton	WA
	Adapture Technology Group LLC		Atlanta	GA
	adrytech		Phoenix	AZ
	Advacap Technologies, LLC DBA Cloud Reliant	SDVOSB (cVe), SB, SDE	Copperas Cove	TX
	Advanced Business Technology, Inc.		Thousand Oaks	CA
	Advanced Computer Concepts, Inc (ACC)	WOSB	McLean	VA
	ADVANCED DIGITAL SOLUTIONS INTL	SB, MO	Las Vegas	Nevada
	Advanced Electronic Design, Inc / Patrol PC		North Atteboro	MA
	Advanced Network Management (ANM)		Albuquerue	NM
	Advanced Presentation Systems dba CCS Presentation Systems	WOSB	Albuquerque	NM
	ADVANTAGE LASER PRODUCTS INC		Atlanta	GA
	Advantage Office Products		Temple	TX
	Advantage Technology LLC		Charleston	WV
	Advizex		Independence	OH
	AEG Group, Inc		Grayslake	IL
	AFCC dba The Whitlock Group		Richmond	VA
	AFL International Consulting Staff and Services Inc.	SBE DBE OSS	Miami	FL
	Agilant Solutions Inc. DBA ASI System Integration Inc		Port Washington	NY
	Agios World Wide, Inc.	DBE, WOBE	Coram	NY
	AGSI Systems		Lovettsville	VA
NEW	Ahavahprem Software Corporation	SB, WO, MO	Thousand Oaks	CA
	Aita Technologies	MWBE	North Brunswick	NJ
	Aligned Data, Incorporated	WOSB, VOSB, MBE, SBE	Richmond	TX
	All Lines Technology		Warrendale	PA
	Allegiant Tek USA LLC		Brandon	FL
	Alliance Global Tech Inc. (ATG)		COLUMBIA	MD
	Alliance Technology	WOSB	Hanover	MD
	Alpha Sum Business Machines	SB	Jackson Heights	NY
	Alpha Technologies, Inc.	SDVOSB	Hurricane	WV
	AlphaSix Corporation	SB	Dulles	VA
	Alternative Information Systems		Buffalo	NY
	ALTURNA-TECH LLC		Boca Raton	FL
	Always Connect Solutions		Eagle	ID
	American Patriot Technology LLC		BARRINGTON	IL
NEW	American Sound & Electronics, Inc.		Covington	KY
	American Wordata	EDWOSB, WOSB, DBE	Tampa	FL
	Amerinet		Ann Arbor	MI
	AMS Technologies, LLC	Hubzone	Baltimore	MD
	Anacapa Micro Products, Inc	HUBZone, SB	Oxnard	CA
	Anaconda Networks		Lafayette	CO
	Anderson Business Technology		Pasadena	CA
	Angel Haven Enterprises dba, RAPID REFILL	SDVOSB	TONAWANDA	NY
NEW	Anzena Systems LLC	SB	Menlo Park	CA
	APEX Digital Imaging Inc	MOSB; VOSB	Tampa	FL
	Applied Technology Services	WOSB	Baltimore	MD
	Applied Video Technology Inc		Kimberton	PA
NEW	ARB Innovative Technologies, Inc	SBA	BAY HARBOR ISLANDS	FL
	ARC Acquisition US INC		San Antonio	TX

	Reseller	SBA Status	City	State
	Archive Data Solutions	SB	Westerville	OH
	Arctic Information Technology, Inc.	ANC 8(a)	Anchorage	AK
	Arcticom LLC		Anchorage	AK
	Arkoda Services, Inc.	SDVOSB, Small Business	Lubbock	TX
	AROCEP Federal, LLC		Frankfort	IL
	Arocep Federal, LLC	WOSB	Frankfort	IL
	Arrow Micro Corp	MO, WO, DSB	La Mirada	CA
	ARTi Incorporated	8(a), SDVOSB, HUBZone	Hampton	VA
	Ascentech LLC dba Clutch Solutions	SB,MOSB,Native American	Gilbert	AZ
	Asyncrob Corp	SDB, SDVOB	Fairfax	VA
	ATA Defense Industries, LLC		Irvine	CA
	ATEC Group		Albany	NY
	Atlantic Data Security	SB	Hartford	CT
	Atlantic Data Systems		Greenville	SC
	Atrion Communication Resources	VOSB	Branchburg	NJ
	Attronica		Gaithersburg	MD
	ATTRONICA COMPUTERS	NMSDC, MO (VA)	GAITHERSBURG	MD
	Audio Video Corporation		Albany	NY
	Audio Visual Associates	SB	Denville	NJ
	Audio Visual Innovations (AVI-SPL)		Tampa	FL
	AURORA SYSTEMS CONSULTING INC DBA AURORA ENTERPRISE		Torrance	CA
	AUROSTAR CORPORATION	SDB	FREMONT	CA
	Auto Phone Wholesale		Pleasant Grove	UT
	AV Solutions		DENHAM SPRINGS	LA
	Avid Systems	WOSB	Washington	DC
	AVIDEX INDUSTRIES LLC DBA AVIDEX		Redmond	WA
	AVNET, INC.		Chandler	AZ
	AVVID IT	WOSB	Gilbert	AZ
	Axelliant	MBE, CPUC, SBE	Torrance	CA
	AZIONE TECH SOLUTIONS, LLC		LATHAM	NY
	B&M Suppliers LLC		Lake Tapps	WA
	B2B SOLUTIONS, LLC.	SB	Sun Valley	NV
	B2B Supplies USA LLC dba Printing Supplies USA LLC		Plainsboro	NJ
	BahFed Corp	8(a), HUBZone, VOSB	Portland	OR
	Bar None Technologies LLC	Small Business	Santa Maria	CA
	BASSEC, LLC	SB	McClean	VA
	Bay Pointe Technology		MEDINA	OH
	Baycom Inc.		Green Bay	WI
	BCPI		Sharon	MA
	Beacon Telecom	SB	Canton	MA
	Beepsmart Communications Inc. DBA SmartGroup Systems	MOSB	Richardson	TX
	Berney Office Solutions		Montgomery	AL
	BES Industries		Jacksonville	FL
	Best Commodity Solutions		Fischer	TX
	Better Direct LLC	HUBZone, SDVOSB, VOSB	Tempe	AZ
	Bizco Inc.		Lincoln	NE
NEW	BIZTECH FUSION, LLC		WASHINGTON	DC
	Black Hills IT Solutions	SDVOSB	Belle Fourche	SD
	Blackpoint IT		Kent	WA
	BLAZAR TECHNOLOGY SOLUTIONS LLC	SB	Gardnerville	NV
	Bledsoe Corp		Indianapolis	IA
	Blink IT	WOSB	Ontario	CA
	BLINK SUPPLIES INC	EDWOSB	Brooklyn	NY
	Blue Castle IT	WOB	Cheshire	CT
	Blue Delta Technologies	MBE, SMB	Indianapolis	IN
	Blue Fish Worx LLC	SB	Magnolia	TX
	BLUE LINE TECHNOLOGIES INC		CHARLOTTE	NC
	BlueAlly Technology Solutions, LLC		CARY	NC
	blueSPARK Data, LLC		Denham Springs	LA
	Borderlan inc		San Marcos	CA
	Braxton-Grant Technologies		Hanover	MD
	Bridge Data Solutions		Redmond	WA
	Bridgetek Solutions LLC		Piedmont	SC
	Brite Computers / Upstate Wholesale Supply, Inc		Victor	NY
	Broadway Typewriter Company Inc. DBA Arey Jones Educational Solutions	SB	San Diego	CA
	Brown Enterprise Solutions	MBE	Dublin	OH
	BSM Products	MBE/WBE	Gary	IN
	Btek Holdings LLC		St. Petersburg	FL
	Buckeye Mountain Inc		Akron	OH
	Burgess Innovation Management	SDVOSB	Fairfield	CA
	Burhani Enterprises		Chicago	IL
	Business Telecom Products - BTPI		Carnation	WA
	BUY A COMPUTER, CORP		Monroe	NY

	Reseller	SBA Status	City	State
	Buy Smart LLC		San Diego	CA
	BW Wilson	SB	Richmond	VA
	ByteSpeed	Small Business	Moorhead	MN
	BZ DEFENSE LLC		San Diego	CA
	Calian Corp		Houston	TX
	Calibre		Alexandria	VA
	Can-Am Wireless	MBE	Cedar Park	TX
	Cape Romain Solutions, Inc. dba CRSI	MWOSB	Fairfax	VA
	Capital Data Inc		Brookfield	WI
	Capital Financial Network LLC		Washington	DC
NEW	CARBONHELIX LLC	SB	Cheyenne	WY
	CARLNTECH LLC	VOSB	Antelope	CA
	Carolina Advanced Digital, Inc.	SDVOSB; HUBZone	Siler City	NC
	Carrillo Business Technologies dba CB Technologies, Inc.	WOSB	Orange	CA
	Carroll Communications	HUBZONE & SDVOSB & SB & VO	Longs	SC
	Carroll Communications/ Carroll International	SDVOB, HUB, SB	Tabor City	NC
	Casale Technology Group, LLC.	ISBEE, SDWOB	Bowie	AZ
	Cashel Corporation dba Integrated Media Systems	SB	Costa Mesa	CA
	CBTS Technology Solutions		Cincinnati	OH
	CD Enterprises	WOSB,MOSB	Tampa	FL
	CDCE, Inc	WBE	Yorba Linda	CA
	CDW-G (CDW)		Vernon Hills	IL
	Celebration Holdings, LLC	SDVOSB	McKinney	TX
	Celerens	WOSB, EDWOSB, SDB	Clarksville	MD
	Cellentia Information Technology Company	WOSB	Ashburn	VA
NEW	CES Computers, Inc. DBA Managed Solutions Group		Dubuque	IA
	Challenge Innovation Technology, Inc.	SBA, VOSB, MBE	Canton	MS
	Chi Corp		Solon	OH
	Chickasaw Supply	SDVOSB; HUBZone; Native American	Bakersfield	CA
	Chimenet		WALLINGFORD	CT
	Choice Technical Services Inc	SDVOB, DVBE, SMB	Commerce	CA
	Choice! Computer Center, Inc	SB	Durham	NC
	Cinesys		Houston	TX
	City Computer & Supplies, Inc.	SB, WO	Naples	FL
	Clarity Imaging Solutions Inc		Cherry Hill	NJ
	Clary Business Machines	MOSDB	San Diego	CA
	CLearPath Operations, LLC		Ashburn	VA
	Cloud One Consulting, Inc.		Arlington	VA
	Cloud11 LLC	SB	Atlanta	GA
	CLR Analytics	SDB	Irvine	CA
	Clutch Solutions	SB, MO; DV Native American	Gilbert	AZ
	CM Ventures Limited Co	Hubzone in process 2.10	Van Buren	MO
	Coastal Commerce Group - CCG		WESTERLY	RI
	Code 3 Technology		Mesa	AZ
	CollabNow		Polo	MO
	COLOSSAL CONTRACTING LLC	SDVOSB	Woodbridge	VA
NEW	Coltcam, LLC	SMALL, MINORITY, WOMAN-OWNED	Norfolk	NE
	Commercial Computer Services Inc dba CCS Presentation System		Mesa	AZ
	Commski, LLC	WOSB	Tampa	FL
	Communications Professionals, Inc.	SB, MO; DV	Troy	MI
	Complete Packaging & Shipping Supplies	VOSB	Westbury	NY
	Component Sourcing Group	SB, WOSB, SDB	Laguna Hills	CA
	Comptronics		Mclean	VA
	Compu-Gen Technologies, Inc	Hub zone SB	Williamsport	PA
	Compuquip Technologies, LLC dba Compuquip Cybersecurity	MBE	Doral	FL
	Computech International	WOSB	Great Neck	NY
	Computer CenterLine of Greensburg, Inc DBA CCL Technologies		Greensburg,	PA
	Computer Instruments, Inc.		Paola	KS
NEW	Computer Products Corp - CPCI		CINCINNATI	OH
	Computer Professionals International		Schenectady	NY
	Computer Security Products, Inc.	SB	Nashua	NH
	Computer Systems Integrators Inc		Fishkill	NY
	Computer Tower		Sterling	VA
	Computer Wholesale Products	WOSB	Spring	TX
	Computerware Inc	SB	Vienna	VA
	ComSec LLC		Virginia Beach	VA
	ComSource, Inc	SB	Manlius	NY
	Concise Networks, LLC	WOB	Chapel Hill	NC
NEW	CONCOURSE TECH INC		NEW YORK	NY
	Conference Technologies Inc.		MARYLAND HEIGHTS	MO
	Conferencing Advisors	SB #41596	San Clemente	CA
	Connect Us Corporation		New Holland	PA
	Connected Solutions Group		Mechanicsville	VA

	Reseller	SBA Status	City	State
	Connection dba GovConnection		Rockville	MD
	Continental Resources, Inc.	WBENC	Bedford	MA
	Converge Technology Solutions US, LLC		Peachtree Corners	GA
	Convergent Federal Solutions		Beltsville	MD
	CONVERGENT TECHNOLOGIES GROUP		NORTH CHESTERFIEL	VA
	Convergeone Government Solutions, LLC		Budd Lake	NJ
	Coquina Labs inc		NEW YORK	NY
	Core BTS, Inc.		Indianapolis	IN
	Corporate Computer Solutions Inc	SWBA	Harrison	NY
	Corporate Interiors, Inc		Saint Petersburg	FL
NEW	CORSTAR COMMUNICATIONS LLC		Hawthorne	NY
	CounterTrade Products d/b/a CEW Inc.	WOSB	Arvada	CO
	Courtsey PC		Tishomingo	OK
	CPAC Inc	SB	Anaheim	CA
	C-Pak Corporation DBA CPAK Technology Solution		LaGrange	GA
	CPI USA Inc	WMBE,WOSB, DBE, MBE	Edison	NJ
	Critical Start		Plano	TX
NEW	CRONOS LLC	SDVOSB	GREAT MILLS	MD
	Crossconnect Engineering		Colorodo Springs	CO
	Crown Point Systems		San Diego	CA
	CS Business Systems		Buffalo	NY
	CSP Enterprises	WBE, WOSB, EDWOSB, SB	Frederick	MD
	CST Corporation	HUB / MBE	Houston	TX
	CTCOA LLC (Consolidated Trading Company of America)		Cerritos	CA
	CTG Federal		Reston	VA
	CTS Mobility DBA Complete Tablet Solutions Ltd		Austin	TX
	Current Business Technologies, Inc.		Austin	TX
	Custom Computer Specialists		Hauppauge	NY
	Custom Storage LLC DBA Microage Government Solutions	SB	Phoenix	AZ
	CVE		Salt Lake City	UT
	CyberforceQ		Plymouth	MI
	CyberGen		Lake Worth	FL
	D2D IT Services LLC	WOSB	Liberty Hill	TX
	D3 Air and Space Operations	SDVOSB	Saint Augstine	FL
	Danquah Group LLC	DBE, SB, MBE, SLEB Alameda Cty	Pleasanton	CA
	Dasher Technologies		Campbell	CA
	Data Center Warehouse		Laguna Hills	CA
	DATA CENTERS HARDWARE LLC		FAIRFAX	VA
	Data Connect Enterprise Inc		Olney	MD
	Data Just Data, Inc.		Charlotte	NC
	Data Network Solutions Inc		Chapin	SC
	Data Storage Solutions dba, Cloud First		NEWBURGH	NY
	Data Storage Solutions dba, Flagship		SHELTON	CT
	DataCom Solutions Inc	SB, SDB, SDVOSB	Huntsville	AL
	Datalink Networks		Santa Clara	CA
	Datec, Inc.		Seattle	WA
	DATEL SYSTEMS INCORPORATED		San Diego	CA
	Daveclar Cloud Solutions	MO	Red Wing	MN
	Defco Networks, LLC	Hubzone	PORTLAND	ME
	Dell Marketing, LP	LG business	Round Rock	TX
	Dempsey Business	SDVOSB	Alexandria	LA
	Derive Technologies, LLC		New York	NY
	Destin enterprise systems		Destin	FL
	DEV HOLDINGS DBA ECOTECH IMAGING		San Diego	CA
	DGX Security	SBE MBE DBE	Jersey City	NJ
	DH Technologies	HUBZONE & SDVOSB & SB & VO	Leesburg	VA
	DI Technology Group Inc (Data Impressions)	SBE	Cerritos	CA
	Diamond IT		Bakersfield	CA
	DICE COMMUNICATIONS, INC.	WBE	Omaha	NE
	Digit3		Huntington	WV
	Digital Plaza, LLC	8(a), SB, Disadvantaged	Amber	PA
	Dihuni LLC	MOSB	Mclean	VA
	Diltex, Inc.	SMALL, EDWOSB, 8A	West Covina	CA
	Direct Packet Inc. dba OneVision Solutions	SB	Irving	TX
	Direct Supply Solutions	WO SB	Carlsbad	CA
	Direct Technology Group	SB	Deerfield Beach	FL
	Directnet, Inc DBA 42U	SB	Lafayette	CO
	DirSec, Inc.	SB	Westminster	CO
	Ditta Enterprises LLC	MBE	Hercules	CA
	Dogwood Management Partners, LLC	SDVOSB	Chipley	FL
	Dove Technologies		Florence	SC
	Dove Technologies, Inc		FLORENCE	SC
	Dox Electronics		Rochester	NY

	Reseller	SBA Status	City	State
	DPS Teck	SDVOSB; SBA	Dallas	TX
	Dreadnought Endeavors Inc	SB	Calabasas	CA
	Driven Acquisition, Inc.		New York	NY
	DT's IT Services, LLC	DBE/MBE/VOSB	Macon	GA
NEW	DT-Trak Consulting, Inc	ISBEE, SBA	Miller	SD
	DV Sourcing, LLC	SDVOSB	Greenville	TX
	DVTeck	SB, MBE, DBE	Miami	FL
	Dynamic Systems		El Segundo	CA
	Dyntek Services		Irvine	CA
	Echelon Services	NHO 8(a)	Manassas	VA
	Eden Group		Los Angeles	CA
	Effective Tech		HENDERSON	NV
	EGA Technology Solutions, LLC	Women-owned business	Winnsboro	TX
	eGroup		Mt. Pleasant	SC
	EIDEA INC IT CONSULTANT		CHANTILLY	VA
	EIDOS TECHNOLOGIES, LLC	8a, HUBzone, EDWOSB	Manasas	VA
	EKOAM SYSTEMS, INC.		BURKE	VA
	emazzanti	Woman Business Enterprise	Hoboken	NJ
	Embedded Works Corporation	MBE	Santa Clara	CA
	Emerge IT Solutions		Erlanger	KY
	Empire Computing & Consulting		Daytona Beach	FL
	Empire Drone Co. LLC	8a	Fulton	NY
	Empire USA	WOSB	Northport	NY
	Enchanted Technology Solutions, LLC	WO, MO	Santa Fe Springs	NM
	Encore Technology Group		Easley	SC
	END TO END ENTERPRISE SOLUTIONS		Alexandria	VA
	enDevelopment LLC	SDVOSB VOSB	Montgomery	NY
	Energon Plus	DBE,SMBE,SDB,SBE,ESBE,HABE,HBE	San Antinio	TX
	En-Net Services, LLC	SB	Frederick	MD
	Enspyre, LLC		Chicago	IL
	Enterprise Technology International (ETI)	SDVOSB MO	Greenwood village	CO
	Enterprise Technology Services, LLC DBA AccountabilIT		Scottsdale	AZ
	Enterprise Technology Solutions	WOSB	Fremont	CA
NEW	ENTISYS SOLUTIONS, INC., DBA ENTISYS360		Irvine	CA
	EPG Consulting LLC DBA New York Technology Company		New York	NY
	EPOCH CONCEPTS LLC		Littleton	CO
	Ergotech Controls		Richardson	TX
	Essnova Solutions	8(a), HUBZone, DBE, MBE	Birmingham	AL
	Eton International	SB	New York	NY
	EverSec Group		Tarrytown	NY
	Evotek	MBE	San Diego	CA
	Eyes to See, Inc dba RA Technology Services		Brooklyn	NY
	FARATOLU	SDB	Brooklyn Park	MN
	FCN	WOSB	Rockville	MD
	Fed Con LLC	MOSB	Opa Locka	FL
	Fed Crew Inc		Collegeville	PA
	Federal Merchants Corp		Indianapolis	IN
	FedTek (Federal Technology Solutions)	SB	Woodbridge	VA
	FEMDEL		Baltimore	MD
	Filmtools		Burbank	CA
	FirstLight Fiber		Victor	NY
	Focal Point Solutions		Flushing	NY
	Force 3, Inc. or Force 3 LLC		Crofton	MD
NEW	Ford Office Technologies	SB	CONNELLSVILLE	PA
	ForSupplies	WOSB	Tallahassee	FL
	Four Corner Solutions	SDMO	Hawthorne	CA
NEW	Four Points Technology LLC	SDVOSB, VOSB	HERNDON	VA
	Fox AI, Inc.	MOSB	Casper	WY
	Fox River Graphics, LLC	VOSB	Hutchinson	MN
	Front Line Mobile Tech	WOSB	Jessup	MD
	Frontier Technology DBA Microage	SB	Tempe	AZ
	Function5 Technology Group	SB	Rochester	NY
	Future Tech Enterprise, Inc.	WOSB	Ft. Lauderdale	FL
	Galactic Technology Group	SBE	Miami	FL
	GCS Imaging, Inc		Elmwood Park	NJ
	GDT General Datatech LP		Dallas	TX
	Gear One	WOSB	Temecula	CA
	Gem Laser Express	SDVOSB	Dulles	VA
	Gem Supplies	WO	Pasadena	CA
	Gemir Project Consulting	SB	Willoughby Hills	OH
	General Microsystems	MOSB	Bellevue	WA
	GHA Technologies, Inc.	SB	Scottsdale	AZ
	GigaKOM		San Diego	CA

	Reseller	SBA Status	City	State
	Gilead Technologies Inc	HUB, DBE, MBE	San Antonio	TX
	GingerSec		Phoenix	AZ
NEW	GLACIER COMPUTER, LLC	SB, SDB	NEW MILFORD	CT
	Glass Box Technology	SB	Carlsbad	CA
	Global Group Holding LLC	SDVO	Shreveport	LA
	Global RNSC Technologies	MBE	Atlanta	GA
	Global Supplies Alliance LLC		Pasadena	CA
	GMI	MBE; Self certified SBA	Bellevue	WA
	Go Media LLC		Lafayette	LA
	Go Virtual Hub	8(A) SMALL DISADVANTAGED BUSINESS	San Antonio	TX
	Golden Star Technology Inc. (GST)	WOSB, MBE	Cerritos	CA
	GOOGOZ.com, Inc		Walnut Creek	CA
	GovDirect, Inc.		Clearwater	FL
	Government Acquisitions (govacq)	SB	Cincinnati	OH
	Govmation Enterprise Solutions	WOSB	McKinney	TX
	Govplace	SB	Reston	VA
	GovSmart	HUBZone	Charlottesville	VA
	GP Tech Solutions		Meridian	ID
	Graybar Electric Company, Inc		Clayton	MO
	Great South Texas Corporation dba Computer Solutions (TX)		San Antonio	TX
	Green Ramp Group		Auburn	CA
	GreenDelete	WOSB/WBE	Frankfort	IL
	Greenpages		Kittery	ME
	Group Mobile International		Chattanooga	TN
	GSA Universal Technology Solutions, Inc.	WOSB	Upper Darby	PA
	GTS Technology Solutions, Inc.	Women-Owned	Austin	TX
	GUIDEHOUSE INC.		MCLEAN	VA
	Guidepoint Security LLC		Herndon	VA
	Guidon Technology Solutions, Inc.	SDVOSB	Issaquah	WA
	H. Co. Computer Products dba ThinkCP Technologies	SB	Irvine	CA
	Halbrook and Miller DBA TM Television	SB	Carrollton	TX
	Halieos	SDB MO	Gaithersburg	MD
	Handley Global	EDWOBB	Pine Bluff	AR
	Hardware Nation, LLC		Buford	GA
	Harrier Services LLC	Small Business	Livonia	MI
	Harris Technologies		St. Louis	MO
	Haywood		Georgetown	MA
	HDWB, LLC DBA HDWB Development LLC		El Paso	TX
	Heritage Hub Solutions LLC	SB, WO, MO	Prescott Valley	AZ
	Herrington Technology	WOSB	NY	NY
	HIC Network Security Solutions LLC		MADISON	NJ
	Hilliard		Midland	TX
	Hinkley Acct	SDVOB	Holly Springs	NC
	Hitorra Tech		White Plains	NY
	HNS Technology Inc.	Minority Owned Disadvantage Small Business	Houston	TX
	Holitna	8(a)	Anchorage	AK
	Howard Industries dba Howard Technology Solutions		Ellisville	MS
	HPI Federal LLC (HP Inc)		Washington	DC
	HST Corporate Interiors, LLC		Nashville	TN
	Humanscale Corporation		New York	NY
	Hypertec Direct		Tempe	AZ
	I Copy Inc. DBA IBE Digital		Garden Grove	CA
	Ibox	8(a), VOSB	Atlanta	GA
	IC Logic, Inc dba USAT Corp.		Chapel Hill	NC
	ICT Resources	MWOSBE	Roseland	NJ
	ID Technologies, LLC		Ashburn	VA
	IDEAL PRAGMATIK TECHNOLOGY		LITHONIA	GA
	Ideal System Solutions Inc	WOSB, EDWOSB	Maple Grove	MN
	iGov.com [MA (MicroAge) Federal d/b/a]		Reston	VA
	IMG Services LLC DBA Voice Data Security	Small Business, Minority Owned, Disadvantage	Frisco	TX
	Immer1 Technology Group		Rocklin	CA
	Imperium Data Networks		Tampa	FL
	IMPEX Technologies	MO	El Segundo	CA
	Impres Technology Solutions Inc	SBA Certified HUBZone; SB	Santa Fe Springs	CA
	Industrial Networking Systems		Richardson	TX
	Industrial Surface Solutions LLC	SB, VOSB, SDVOSB	Bellevue	WA
	Infinit Technology		East Syracuse	NY
	Infinite Consulting Services	SB, DBE	McKinleyville	CA
	InfoSys Services, Inc		Pasadena	MD
	INFOSYSTEMS INC		CHATTANOOGA	TN
	Infotect Design Solutions		Tampa	FL
	Innerspaice Architectural Interiors		Fort Walton Beach	FL
	Innovative Office Solutions	WOSB	Burnsville	MN

	Reseller	SBA Status	City	State
	Innovative Solutions Group Inc	MOSB	Wake Forest	NC
NEW	INS Tech		KANSAS CITY	MO
	Insight (PCM-G)		Tempe	AZ
	Inspired Solutions INC	8(a), SDVOSB, WOSB, EDWOSB, MBE, WBE,	Manassas	VA
	Inspired Technologies	SB	Tallahasee	FL
	InTech Southwest	MBE, WBE	San Antonio	TX
	Integral & Open Systems, Inc	Small Disadvantaged Business	AveYpsilanti	MI
	Integrated Media	SB	Costa Mesa	CA
	Integrated Media Technologies		Burbank	CA
	Integrated Office Solutions	SB	Forest Park	GA
	Integration Partners Corp		Lexington	MA
	Integration Technologies Group (ITG)		Falls Church	VA
	IntelliSite		Ft. Mill	SC
	InterDev, LLC		Roswell	GA
	INTERSECT TECHNOLOGY GROUP INC.		ALPHARETTA	GA
	INVSATEK LLC	SDVOSB, WOSB	LANHAM	MD
	IP Consulting	8(a)	Vienna	VA
	iQuarters		Montgomery	NY
	Iron Bow Technologies		Chantilly	VA
	Island Tech		Ronkonkoma	NY
	IT Devices Online, Inc		Walnut Creek	CA
	IT Integrations, Inc.	ISBEE (Indian Small Business Economic Enterp	West Fargo	ND
	IT Noble		WILLIAMSBURG	VA
	IT Vision Networks		FLUSHING	NY
	iT1Source LLC	SB	Tempe	AZ
	ITI Systems - Innovative Transducer Implementation LLC	SB	Beltsville	MD
	ITO Solutions	SB	Signal Hill	CA
	ITSavvy		Addison	IL
	IVCi		Hauppauge	NY
	IVOXY CONSULTING INC		Seattle	WA
	Jaser International		Naperville	IL
	JEM Tech Group	WOSB	Clinton Township	MI
	JJ & S Enterprises DBA SSA Technology	SDVOSB & VOSB (CVE) & (SAM)	Santa Clara	UT
	JKS Systems		Glastonbury	CT
	JLWs Enterprises, Inc	HubZone and SDVOSB	Norfolk	VA
	JohnCo, Inc. Office Supplies & Equipment		Middlesboro	KY
	Joltec LLC (DBA LoudounTec)	HUBZone, WOSB	Leesburg	VA
	Jonahten LLC		BRISTOW	VA
	Jones & Associates contract Services LLC	SDVOSB, MBE, SDB70	Kent	WA
	JTF Business Systems	SB	SPRINGFIELD	VA
	Kambrian Corporation	8a, WOSB, SDB, MBE	West Covina	CA
NEW	Kandu Global Telecommunications, Inc.	VO, MO	Beverly Hills	CA
	KBS International LLC	SBE, MWBE	Shorthills	NJ
	KDTS, LLC.	MOSB, MBE	Fair Oaks	CA
	Keeper Technology		Ashburn	VA
	Kelley Connect	SB	Kent	WA
	Key Code Media, Inc		burbank	CA
	Keycode Media		Burbank	CA
	KIB Solutions	MBE	Columbus	MS
	Kinetic Multimedia Systems	MWOSB	Steinhatchee	FL
	KNZ Solutions Inc.		Vienna	VA
	KOPESKY ENTERPRISES INC.DBA SURE LOCK TECHNOLOGY		Lawrenceville	GA
	Kriaanet, Inc	8(a), HUBZone, WOSB	Quantico	VA
	KST Data Inc.		Los Angeles	CA
	KTS Knot Technology Solutions	EDWOSB, WOSB	Churchton	MD
	KT's Office Services (Ktoss)	SWPB, NJ	Toms River	NJ
	Kynetic	NWBOC	Dunedin	FL
	LAKE OCEAN LLC	MBE	Fort Lauderdale	FL
	Lakeshore IT Solutions, Inc.		Fox Lake	IL
	Landmark Systems		Troy	MI
	LanLogic		Livermore	CA
	LANRover Network Services, Inc.		Bayport	NY
	Laser Action Plus	WOSB	Ocala	FL
	Law and Order Technology	Pending	Fort Lauderdale	FL
	Lazer Cartridges Plus	WOSB	Walla Walla	WA
	LCR Sales		Roanoke	VA
	Lead Data Tech	SB, WOSB	Haverstraw	NY
	LEEO Industries	8(a)	Pheonix	AZ
	Leider Enterprises INC, dba Connect Dist.	Hubzone	LAKEWOOD	NJ
	Les Olson Company		W Salt Lake City	UT
	LH Computer Services		Coral Springs	FL
	Liberty Laser Solutions, Inc	WOB, SB, HubZone	Marseillles	IL
	Lightfoot Communications	Service Disabled, VO, WOSB	Tampa	FL

	Reseller	SBA Status	City	State
	Link High Technologies Inc.	MBE	Morris Plains	NJ
	Liona Enterprises	WOSB, HUBZone, 8(a)	Cincinnati	OH
	LN2S Consulting	SDVOSB, EDWOSB, WBE, MBE	O'Fallon	IL
	Lofton Innovation	SDVOSB, MBE,SBE, DBE	Fort Worth	TX
	Logicalis, Inc		Bloomfield Hills	MI
	Logistics 365		Norfolk	NE
NEW	LOGISTICS SUPPORT CENTER LLC		San Diego	CA
	Lotus Logistics		Middletown	DE
	LOTUSUSA INC	WOSB, EDWOSB, HUBZone, SB	Los Angeles	CA
	Louisiana Technology Group Inc (LATG)	WOSB	New Orleans	LA
	Lowmarkup Inc		Irvine	CA
	Lucinda IT	WOSB, WBE	Indianapolis	IN
	Lumbee Group	8a, DBE, MBE, SDB, ISBEE,Trible Enrolled	Jacksonville	FL
NEW	Lyme Computer Systems INC	SB, HZ	LEBANON	NH
	M.A. Polce Consulting, Inc.		Rome	NY
	M.E. Global Supplies	WOSB	Miami	FL
	M.E. Trading		Arlington	TX
	M2 Technology, Inc.	SB, Disadv, VO	San Antonio	TX
	M3 Supplies & Services LLC	SB	Brandon	FL
	Maahi, Inc	WOSB	Farmington Hills	MI
	Mach 1 Operations		Huntsville	AL
	MAINTENANCE GLOBAL SERVICES, LLC		Seattle	WA
	Major Inc DBA Rx Technology		San Antonio	TX
	MANLEY SOLUTIONS, INC	WOSB; MOSB	Castle Pines	CO
	Marco Technologies, LLC		St. Cloud	MN
	Marcum Technology		MELVILLE	NY
	Mark Enterprises	SB	Santa Monica	CA
	Mark III	HUBzone, MWBE	Houston	TX
	Mason Technologies Inc	SWO	Deer Park	NY
	Maureen Data Systems, Inc.	WBE	New York	NY
	Maximum Office Outsourcing Solutions		National City	CA
	MBI US	MBEC	Dover	DE
	MC Communications LLC		Henderson	NV
	McMillan Systems, Inc		Fresno	CA
	Meadowgate Technologies	HUBZone, WOSB	Trenton	NJ
	MediaNow	VOSB	Netcong	NJ
	Melrose Mac Inc.		Los Angeles	CA
	Meredith Digital		Santa Ana	CA
	Meridian IT, Inc.		Deerfield	IL
	Metrix Solutions LLC	WOSB	Jackson	MS
	METROPOL-TECH CONSULTING INC		Laurel	MD
	MGS Group, Inc.	SDVOSB, DDOT DBE/SBE, CBE, MDOT MBE/	Washington	DC
	MicroPac Tech	8(a)	Irvine	CA
	MICROPAC TECHNOLOGIES	MBE, WO, MBE, DBE	Irvine	CA
	Microtech LLC	SDVOSB	Tysons	VA
	Mighty House Inc		Wheatland	WY
	Miicor		Boise	ID
	Miners Supply Company	DBE	Dover	DE
	Minoria Tech LLC	WOSB, MO, HUB	Daytona Beach	FL
	MiradorIT LLC, dba Mirador IT		Concord	NH
	Mission Critical Systems, LLC		Pompano Beach	FL
	Mission Electronics Inc		Lenexa	KS
	Mnemonic Computer Solutions, LLC		Oak Park	CA
	Mobile Communications America		SPARTANBURG	SC
	Mobile Concepts Technology		Phoenix	AZ
	MODCOMP, INC. DBA CSPI TECHNOLOGY SOLUTIONS		Deerfield Beach	FL
	MOJO SYSTEMS		Seattle	WA
	Monte Carlo Consulting Group, Inc.	SB, MOSB	Santa Monica	CA
	Montgomery Electronics & Communications Services, LLC	MO, DBE	Millbrook	AL
	Mooring Tech, Inc	SB	Atlanta	GA
	More Power Tech	DVO	Longview	WA
	Mosaic 451		Phoenix	AZ
	Mountain West Resources	HUBZone, DBE	Reno	NV
	MRA International		Henderson	NV
	MSD BizTek, Inc DBA QberaTek	Woman and Minority Owned Small Business	Novi	MI
	MSM-NET	8a	Chicago	IL
	MSSI LTD	SDVOSB	Charlotte Hall	MD
	mVation Worldwide Inc	SB, MO; DV	Glen Cove	NY
	MXN Corp	SB	Woodstock	GA
	Myriad Solutions, Inc		Fulton	MD
	N & B Solutions		Redmond	OR
	N2Grate Government Solutions	HUBZone	Leland	MS
	NALA Comm	SBA, 8(a), MDOT MBE	Silver Spring	MD

	Reseller	SBA Status	City	State
	National Business Equip		Albany	NY
	National Secured Assurance, Inc.		Leland	MS
	National Technology Group		Holbrook	NY
	Nationwide Power Solutions, Inc.		Henderson	NV
	Native Innovation	VOSB, MBE, HUBZone	Anthem	AZ
	Native Supplies	WO, Native American	Alpharetta	GA
	Natix, Inc	SB, SDVOSB, VO	Meadow Vista	Californ
	Nautilus Federal	SDVOSB	Seattle	WA
	NCS Technologies, Inc.	MOSB	Gainesville	VA
	Net Friends Inc		Durham	NC
	Netrix, LLC		Bannockburn	IL
	Netsync	WOSB, Minority Owned	Houston	TX
	Network Design & Management		Spokane Valley	WA
	Network Enhancement Systems, Inc.		Tulsa	OK
	Network Innovation Solutions		HUNTINGTON	WV
	Network Outsource Inc		New Hyde Park	NY
	Networking Technologies	SB	Erie	PA
	Networking Technologies and Support, Inc. (NTS)	DBE	Midlothian	VA
	NetworkOutsourcing		New Hyde Park	NY
	Neurilink		Boise	ID
	New Century Imaging	WOSB	Goleta	CA
	New England Tek	HZ, WOSB	Lawrence	MA
	New Tech Solutions, Inc.		Fremont	CA
	Nexus Technologies Group LLC	WOSB	Atlanta	GA
	NIVIDIT	MBE	Streling	VA
	NMH Tech		ALEXANDRIA	VA
	Nomar Enterprises DBA Rugged Depot	TX HUB MOSB	Magnolia	TX
	Norlem Technology Consulting		Tulsa	OK
	Norseman, Inc	SB	Elkridge	MD
	Northbridge Group		Washington	DC
	Northeast IT		WEST SPRINGFIELD	MA
	Notch8, LLC		Waynesville	NC
	Novacoast Inc		Santa Barbara	CA
	Nrthern Lights Technologies and Logistics LLC		Barrow	AK
	Nuage		TunkHannock	PA
	NWN Corporation (Carousel Industries of North America)		Exeter	RI
	NXGN, Inc		Chicago	IL
	O Moxam	EDWOSB, WOSB	Lithonia	GA
	OBFUSCATION CONTRACTING LLC		JEFFERSONTON	VA
	Ocean Computer Group		Matawan	NJ
	Office Nation DBA PC Nation		Northfield	IL
	Ogis Communication Group dba OCG Telecom	MBE, SBD, HUBZONE	CINCINNATI	OH
	OGIS COMMUNICATION GROUP INC DBA OCG TELECOM	Ohio MBE, EDGE, DBE	Cincinnati,	OH
	Omega Business Systems, LLC	HUBZone, VOSB	Fort Worth	TX
	OMI Specialty Products, LLC		Fullerton	CA
	OMNI BUSINESS SYSTEMS	SB	ALEXANDRIA	VA
	OmniPro LLC	SBE	San Francisco	CA
	O'Neill Office Products, Inc		Bethesda	MD
	On-Site Laser	EDWOSB	San Diego	CA
	Open Systems of Cleveland, Inc.		Cleveland	OH
NEW	OpenVu, LLC	SDVOSB	FALMOUTH	ME
	Optel Business Communications Systems		Nesconset	NY
	Optiv Federal		Denver	CO
	Optiv Security, Inc		Denver	CO
	Optivor Technologies		Orlanda	FL
	Orada Technology Solutions	SBE, VBE	HAZLET	NJ
	OSI Federal Technologies		Chantilly	VA
	Ozkar Services, LLC		ISLANDIA	NY
	Pace Systems		Naperville	IL
	Pacific Computer Supply	SDB	Mountain View	CA
	Pacstar		Portland	OR
	Paladin Technologies		Poway	CA
	PALITON NETWORKS, LLC	SB	LEESBURG	VA
NEW	Panamerica Computers, dba PCi Tec	SB, WOSB, HZ	LURAY	VA
	Pando Solutions LLC DBA Ace Real Time Solutions		Fairview Heights	IL
	Pangea Group Technologies, LLC		St. Petersburg	FL
	Panther Ergonomics And Product Solutions		Fort Worth	TX
	Panzer Security Consulting Inc		Denton	TX
	Paragon Micro		Lake Zurich	IL
	PARTNER ONE IT LLC		Chandler	AZ
	Partners Data Systems, Inc		La Mesa	CA
	Patriot Allied Solutions		Boise	ID
	PC Net Inc, DBA PCN Strategies		Washington	DC

	Reseller	SBA Status	City	State
	PC Solutions & Integration Inc		Miami	FL
	PC Specialists, dba Technology Integration Group	MOB	San Diego	CA
	PCC-IT International, div of Power Capital Management	SB	Calabasas	CA
	PCS Mobile		Denver	CO
	Peabody Office		Boston	MA
	Peak Resources	SB	Denver	CO
	Pee Dee Office Solutions		Myrtle Beach	SC
NEW	PENTAMIX SECURITY	VO SB	Greenwood Village	CO
	Perfect Vision Sound		Avon	CT
	Pettus Office Products		Little Rock	AR
	Peyton Lang Technology	MBE	PHILADELPHIA	PA
	Philotek		Sandy Springs	GA
	Photikon Corp	WBENC, WOSB, NYS WBE, NYC WBE	Fairpoint	NY
	PIER Group LLC		Jasper	IN
	Pillar Technology Partners, LLC		Cummings	GA
	Pinnacle Business Systems		Edmond	OK
	Pinnacle Networx		Wetumpka,	AL
	Pivot Tech Server Corporation		Norcross	GA
	PMCHAMELEONS LLC		Lewisville	TX
	Point Rock Solutions LLC		LANSDOWNE	VA
	Portola Systems, Inc.		Sebastopol	CA
	POSData		Gig Harbor	WA
	Preferred Data Systems DBA Perfect Output	MBE SB VOB	Overland Park	KS
	Premier & Companies, Inc.	SB	NEW YORK NY	NY
	Premier Office Systems		Las Vegas	NV
	Premier Printing		Platte City	MO
	Premier Systems, LTD	WOSB	Blue Bell	PA
	Premier Wireless	EDWOSB	Houston	TX
	PremierLogitech		Coppell	TX
	Prescriptive Data		Allen	TX
	Presidio Coporation		Fulton	MD
	Prime Edge Tech	WOSB	Winchester	VA
	Princeton ITS	MBE Certified	PRINCETON	NJ
	Print-O-Stat, inc.		York	PA
	Pro Sound, Inc DBA Pro Sound & Video		Miami	FL
	Probitas Tech	SDB, 8(a)	Harrisburg	PA
	Professional Information Systems, Inc.	8(a), WODMOSB	Hobart	IN
	Professional Video Systems		SLC	UT
	Projectized Solutions LLC	HUB, DBE, SBE, MBE, AABE	San Antonio	TX
	Prologic ITS		Acworth	GA
	ProSys Information Systems, Inc.	WOSB	Norcross	GA
	Protech Castle Rock		Castle Rock	CO
	Proverbs Holdings, LLC	MBE	Kansas City	MO
	Q Supply Global Back Office Support LLC	SDVO	Laramie	WY
	QC Tech Aid, L.L.C.		MOLINE	IL
	QnA Tech	MBE	Mount Sinai	NY
	QUALITY AND ASSURANCE TECHNOLOGY		Laguna Hills	CA
	Quantum Technology Group, LLC		Kissimmee	FL
	Quazo Systems Inc		Anaheim	CA
	Quest Media & Supplies, Inc.		Roseville	CA
	Questinghound Tech	SB	Deerfield Beach	FL
	Questivity Inc.	Minority Disadvanced Business	Santa Clara	CA
	Quire Office Products LLC	MOSB	Long Beach	CA
NEW	R&M Best Deals, LLC	SBE, MBE	Riverview	FL
	Rafay Mobile, Inc.		Brooklyn	NY
	Raion Development	SDVOSB, MBE, DBE	Orlando	FL
	Ramco Rugged Portables		Naples	FL
	Rapid Tech LLC	Small Business	Bristol	WI
NEW	RASIX COMPUTER CENTER, INC. DBA www.GOVSUPPLIER.com	MO, SB, Asian Indian	Chula Vista	CA
NEW	Ray Supply, Inc. dba Ray Audio Video	SB	GLENS FALLS	NY
	RCN Technologies	WOSB	Knoxville	TN
	Red River Technology LLC		Claremont	NH
	Regan Technologies Corp.	SDVOSB	MIDDLETOWN	CT
	REK Investment Group Inc. dba Advanced Presentation Systems	WOSB	Albuquerque	NM
	Renew PC DBA M Rugged Mobile Technology		Oklahoma city	OK
	Ridgeline Technology	WOSB	Felto	CA
	Right Price IT		Plain City	OH
	Right Systems		Lacey	WA
	Riomar Group Ventures, Inc.		Brooklyn	NY
	RJ & AJ Enterprises Inc	SB, VO, MO	Sacremento	CA
	RocketDrop		SALEM	NH
	Rome Solutions LLC		WILMINGTON	DE
	R-Options, Inc		ROCHESTER	NY

	Reseller	SBA Status	City	State
	Round Tower		Cincinnati	OH
	Route 1		Chattanooga	TN
	Royal Eagle Project Management and Financial Services	MO	Hamilton Township	NJ
	RP Pro, LLC		Medina	OH
	RS Knapp Co Inc.	SBE	Lyndurst	NJ
	RTI Riverside Technologies, Inc.		Omaha	NE
	RTS Solutionz Inc	MBE	La Mirada	CA
	Rugged Computing, Inc		Anaheim	CA
	Rugged Development LLC		Mesa	AZ
	S & J OWENS CO LLC	HUBZone	Judson	FL
	S3 LLC		FLORAL PARK	NY
	Safari Micro		Scottsdale	AZ
NEW	SAI INFOTEK INC	WOSB	WESTBOROUGH	MA
	SAI Systems	MBE, WOSB	Shelton	CT
	Saitech Inc.	SDB	Fremont	CA
	Sam International Information Tech dba Applied Computer	MBE	San Jose	CA
	Sandhill Consultants		Melville	NY
	Sandoz Construction Solutions	SDVOSB, VOSB, Texas HUB	League City	TX
	Scope Integrated Services LLC	SB	Boca Raton	FL
	SD3IT, LLC	HUBZone, EDWOSB, WOSB	The Villages	FL
	Securityhunter, Inc		Baltimore	MD
	Sedulus Group LLC dba Cyberlogistix	MBE	Calhan	CO
	SenCommunications	WOSB, HUBZone	Tampa	FL
	Seneca Biztek	NAO SDVO MO SB	Salamanca	NY
	Server Tech Supply		Philadelphia	PA
	SERVOPLEX, LLC	WOSB	Knoxville	TN
	Seventh Genius	WOSB	Frisco	TX
	SHI INTERNATIONAL CORP		Sommerset	NJ
	ShireWire Global Sales and Distribution LLC		Easthampton	MA
	Shivark		Fremont	CA
	Sierra Micro Products	SB	Anacortes	WA
	Sigmanet, Inc. / ConvergeOne, Inc	WOMOSB	Sanford	FL
	Signature Technology Solutions	SDB	Farmington Hills	MI
	SigNet Technologies dba Convergent Federal Solutions		Beltsville	MD
	Simple Communications Technologies		Harrisburg	NC
	Simply Group II LLC dba SimplyNAS	WOSB, MBE	Sanford	FL
	SimplyNas	WOSB, MBE	Sanford	FL
	Sirius (Federal)	LB	Crofton	MD
	Sirius Computer Solutions, Inc.		San Antonio	TX
	SITA Business Systems, Inc.		Chantilly	VA
	Six Degrees Consulting		Evanston	IL
	Smart Citiez Group	MBE	Boulder	CO
	Smart Group Systems	SB	Richardson	TX
	SMART INGENUITY		Leesburg	VA
	SMS Tech Solutions		Mint Hill	NC
	SNAP,INC		Chantilly	VA
	Soccour Solutions, LP		Plano	TX
	Software Information Resource Cor	HUBZone, WOSB	Washington	DC
	Solid Border, Inc.	MOSB	San Antonio	TX
	Solid IT Networks	SB	Houston	TX
	Sology Solutions	DBE MWBE SBE	Richardson	TX
	Solutions by HiTech		Ruston	LA
	Solutionz, Inc.	Minority Owned	Los Angeles	CA
	Solvix Solutions	WOSB, EDW	Marlton	NJ
	Solzon Corporation		Westford	MA
	Sonasoft Corp		San Jose	CA
	Sonit Systems LLC		ARCHBOLD	OH
	Source Incorporated of Missouri DBA Source Inc		Shawnee	KS
	Southern Computer WHSE		Marietta	GA
	Southland Technology, Inc.		San Diego	CA
	Spectrum Virtual		Cheshire	CT
	Spinitar	SB	La Miranda	CA
	SSA Technology		Santa Clara	UT
	SSP Data	MB, SB	Richmond	CA
	Sterling Computers	WOSB	North Sioux City	SC
	Steven Enterprises, Inc.	WOSB	Irvine	CA
NEW	STG- Scien Technology Group LLC	WBE, WO	FLORAL PARK	NY
	Stock Bridge Consulting, LLC	HUBZone	Washington	DC
	Stoic 7 LLC		Grandview	MO
NEW	STORAGE NETWORKS CORPORATION	SB	WESTFORD	MA
	StorageHawk	SB	Arlington	VA
	Storehouse Technologies, Inc	SB	San Diego	CA
	Storsoft Technology Corp	Hub, SDB	Gulfport	MS

	Reseller	SBA Status	City	State
	Strategic Communications	MBE, WBE, WOSB	Louisville	KY
	STRATEGIC ENDEAVOR LLC		CENTREVILLE	VA
	Stratix		Norcross	GA
	Stratus, Inc.	Woman Owned	Bethesda	MD
	Strictly Technology LLC	WOSB	Fort Lauderdale	FL
	STRUCTURED COMMUNICATION SYSTEMS, INC.		Clackamas	OR
	Sun Management		Arlington	VA
	Sunshine Computers and Software, Inc. dba Clarium Managed Services and	MBE	Miami	FL
	Superior communications	Small Business	Rockville	MD
	Superior Solutions and Insights - SSAI		Parsippany	NJ
	Supplies Now	SB	Greenacres	FL
	Supply Chimp	MOSB	New York	NY
	Swish Data		McLean	VA
	Switch Technologies Inc		Rocky Point	NY
	Symplicity Communications, Inc.	WBENC, WOSB	Grand Rapids	MI
	Synactek		Shelton	CT
	SYNERGISTIC AGILITY LLC	8a	OWINGS MILLS	MD
	Synergy Telcom Inc	SB	Indianapolis	IN
	Synetic	SB, WO	Sacramento	CA
	Sysorex		Herndon	VA
	SYSTECH INC		Phoenix	AZ
	TACG LLC	Alakan Tribal Owned, SDB	Chantilly	VA
	Taking Shape LLC dba Direct Supply Solutions	WO SB	Carlsbad	CA
	Tanches Global Management Inc.	HUB, SBE,MBE,WBE	Sugar Land	TX
	Tano Logistics	HubZone	San Pedro	CA
	TASI, LLC	SBA certified 8(a), CVE verified SVOSB	Tucson	AZ
	TBNG Inc, d/b/a TBNG Consulting		Milford	CT
	TCI Systems Inc		College Point	NY
	TEC34, LLC	SB, MO	Albuquerque	NM
	Tech Assusrance		Monroe	LA
	Tech Masters LLC		Santa Maria	CA
	Tech Service Solutions, LLC		New York	NY
	TechFocus LLC	8a,WOSB	Arvada	CO
	Techknowledge Group		Los Gatos	CA
	Technology Group Solutions LLC DBA TGS	Small Disadvantaged	Lenexa	KS
	TechPower Solutions Inc		Redmond	WA
	TechTrend		Boise	ID
	Tekgration, LLC	WOSB, VOSB, SDVOSB	San Antonio	TX
NEW	Tekki LLC	SB, MO, VO, SDVO, Small Disadvantaged	San Jose	CA
	Teknique IT		Huntington Beach	CA
	Telcion		Turlock	CA
	Telecom Technologies, Inc.	SBE	Eagan	MN
	Telos Corporation		Ashburn	VA
	Telrepco	SBE	Wallingford	CT
	Tera Consuling	8(a), EDWOSB, WOSB	Hicksville	NY
	Texexpro LLC	WOSB	Waco	TX
	TGIPOWER LLC dba iPower Technologies		Boca Raton	FL
	The eConsortium Group		Houston	TX
NEW	The Jahnda Group, LLC	SB, SDVOSB	Lake Forest	CA
	The Lioce Group		Huntsville	AL
	The Ray-Block Stantionary Co, Inc.		Floral Park	NY
	The Repair Depot LLC		Stillwater	OK
	The Teneo Group, LLC		Winchester	VA
	Thermocopy dba Centriworks		Knoxville	TN
	Third Packet	8(a)	Baltimore	MD
	Thomas Consultants GOTCI	MBE, SBE, LOSB	Memphis	TN
	Thornburg Computer Services		Auburn	WA
	Three Wire Systems	SDVOSB	Falls Church	VA
	Thundercat Technology	SDVOSB	Reston	VA
	Titanium Supply Co		GraysLake	IL
	TJ Technology	WOSB	BENNINGTON	VT
	TJR Procurement, LLC dba TJR Global	Hubzone, MBE, WOSDB	Fort Myers	FL
	TKK Electronics	HUBZone	Milwaukee	WI
	TM Television		Carrolton	TX
	Tommy TQL	HUBZone, SB	Seattle	WA
	Toner Town	MOSB; DBE	Newport Beach	CA
	Toobz LLC	SWAM, SBA (8A)	ARLINGTON	VA
	Top Tech Clocks, LLC		Reunion	FL
	Topaz Engineering		Hingham	MA
	Totowa Systems	SB	Totowa	NJ
	TRACE3		Irvine	CA
	Trade Products	SB	Fairfax	VA
	Transource Computers		Phoenix	AZ

Reseller	SBA Status	City	State
Triade LLC	Minority-Owned Business	Leander	TX
Tricade		San Diego	CA
Trilogy Leasing Co. LLC dba Trilogy Innovations, Inc.	SB	SPRINGFIELD	VA
Trinity Innovative Solutions, LLC		Little Elm	TX
TriOrb Solutions	SDVOSB, HUBZone	Winter Park	FL
TSA, Inc. / Technical & Scientific Application Inc.		Hoover	AL
TSM Consulting Services, Inc		Rockwall	TX
TSRC Inc DBA Frank Parsons Company		Elkridge	MD
Tunny LLC		Morgantown	WV
Turtle & Hughes	WBE, WOSB	CLARK	NJ
TVAR Solutions LLC		McLean	VA
TVS Pro d.b.a. TV Specialists, INC		Salt Lake City	UT
TwoTrees Technologies LLC		Wichita	KS
Unicom Government		Chantilly	VA
Unistar-Sparco Computers, Inc.	MBE disadvantaged	Millington	TN
United Data Technologies, Inc. (UDT)		Miramar	FL
Universal Info Systems		Edinburg	TX
Upgrade Security Solutions	8(a)	JAMAICA	NY
Urban Industries Corp	WOSB	Pineville	NC
US Schematix, LLC	MOSB	Richmond	VA
USC-Canterbury		Annapolis	MD
V3 Gate	SDVOSB, VOSB, SB	Colorado Springs	CO
V-AM.CO, LLC DBA Mobile Edge Team		Flower Mound	TX
Vancord (formerly TBNG)	SB	MILFORD	CT
Vandis Inc.		Albertson	NY
Vault Global	EDWOSB	Union	NJ
vCloud Tech Inc.		Rolling Hills Estates	CA
Vector IT Solutions	Small Business	RICHMOND HILL	NY
VectorUSA		Torrance	CA
Veratics, Inc. DBA GoVets	SDVOSB	Indian Harbor Beach	FL
Verge Innovation, LLC		Charlotte	NC
VeriNext corp		Blue Bell	PA
Verteks Consulting, Inc		Ocala	FL
Vestige IT	SDVOSB	Surrey	ND
VetMed Group, LLC		New York	NY
VideoLink Inc	SB	Denver	CO
ViewTech	WBE, WOSB, HUBZone	Southlake	TX
VineSTAR Technology Group		Yucaipa	CA
VINSYS INFORMATION TECHNOLOGY INC		RESTON	VA
Vion	SVOB	Herndon	VA
Viperline Solutions		Leeds	AL
Virtual Graffiti, Inc		Irvine	CA
Vista IT Systems Inc	WOSB	Medina	OH
Visuanics LLC	MODBE	Miami Beach	FL
VLCM		Salt Lake City	UT
VLR ENTERPRISES, INC DBA VDC TECHNOLOGIES	SB	Jacksonville	NC
Voit Telecommunications	WOSB	Merritt Island Florida	FL
Vology, Inc		Clearwater	FL
VPLS		Orange	CA
VSGI		McClean	VA
vTECH io		Naples	FL
Warehouse Industries		AURORA	OH
Washington Computer Service		New York	NY
Washington Office Interiors	HUBZone, WOSB, EDWOSB	Silver Spring	MD
We Did IT Consulting	SDVOSB	Sunrise	FL
WECsys LLC		Brooklyn Pk	MN
Westward Sales, Inc	Small Business	Buena Vista	CO
Westwind	SB, HUBZone, WOSB, MBE	Albuquerque	NM
WholePoint Systems LLC	SB	Reston	VA
Wholesale Computer Exchange	SBE	Trumbull	CT
Widepoint		Fairfax	VA
Wildflower International	WOSB	Santa Fe	NM
Williams Software Associates Corp	SDVOB	Raleigh	NC
WIN WIN OPERATIONS LLC		LITHIA SPRINGS	GA
WIP		Santa Fe Springs	CA
Wireless Electronics	SB	West Berlin	NJ
Wisecom Technologies		Lanham	MD
Work Innovators LLC		Lewisville	TX
WorkInnovators	SBE/WBE/WOSB/HUB	Lewisville	TX
World Wide Technology Inc. (WWT)		Saint Louis	MO
WrightCore, Inc		Franklin	TN
XENNEX, LLC	Woman Owned	Houston	TX
XenTegra	WBE, DBE, VOSB	Grand Junction	CO

	Reseller	SBA Status	City	State
NEW	Xentegra LLC	SB, MO	Huntersville	NC
	Xerex Network Technologies	SB	Los Angeles	CA
	XNT Systems		Los Angeles	CA
	Xtek Partners		Columbus	OH
NEW	Z SoftechSolutions, LLC	WO, MO, HubZone	Washington	DC
	Zaphyr Technologies	MBE, SBE	Parsippany	NJ
	ZDAAS, LLC	WOSB, SMB, HUBzone	Baltimore	MD
	Zeno		Tampa	FL
	Zentek Consulting		EAST RUTHERFORD	NJ
	Zepol Productions Inc. DBA Altnet		Costa Mesa	CA
	Zepol Productions, Inc. DBA KiloTech		Round Rock	TX
	Zones		Auburn	WA
	Zunesis		Englewood	CO

3M
5 Point Solutions
7SIGNAL Inc.
Absolute Software
Accortec
ADATA Technology
Add-On Computer
Adesso
Agosto, Inc
Airgain
ALE USA – Alcatel
Allied Telesis **
APC
Apricorn
ATDEC
ATEN
AOM
Autel Robotics
Avocor
AVTEQ
Axiom
B+B Smartworx
Barracuda Networks**
Belkin
BenQ
Bitglass
Black Box Network Services
BrainBoxes Ltd
Bretford Manufacturing
Bridge Communications
Brother Int'l
BTI
Buffalo Americas
<NEW> Bullcreek Tech
C2G
Capsa Healthcare
Catalogic Software
Centon Electronics
Check Point Software Technologies
Cherry Americas
Chief Manufacturing
Cigent
Cinemassive
CI - Computer Instruments
Cohesity
Computer Security Products
CoNarrative
Contex America **
CoreView USA
cPacket
Cradlepoint **
Crestron
Critical Start
CRU-Dataport
CyberPower
D&R Electronics
Da-Lite
Das Keyboard
Datacore Software
Dataram Corp
Dell**
DH2i
D-Link
Digi International
Digitalware
DTG – Definitive Technology Group
Durabook
Eaton
Edge Memory
Edgewave
Elite Tech
Encore Networks
ENET Solutions
Engenius
Enovate IT
Envoy Data
Ergotech Group, Inc.
Ergotron**
Evault
Evoluent
Evolve III
Extreme Networks
Eyesafe
Fellowes
Firemon (SLED only)
Formax
Fudo Security
FujiFilm
Fujitsu
Getac
GFI Software
Global Knowledge
Goldtouch
Gvision
GVS (Getac Video)
Havis
HID Global
Hewlett Packard Enterprise **
HP Inc **
HSM of America
Humanscale
HyperSign
Hyundai IT
Hyve
IBM
iKey
Infortrend
Incipio
Integra Optics
IOGear
iStarUSA
iStorage
ITG
IX Systems
Jabra
Kanguru
Kantek
Kensington
Keysight
Kinesis Corp
Kramer
<NEW> Lantronix
Laplink
Lenovo
Lexmark
LG Electronics
LifeSize **
Lind Electronics
Link Depot
Linksys
Logitech
Mainpine
Make Sense
Man and Machine
Mellanox
microMICR
MicroPac Technologies
Microsoft Surface **
Middle Atlantic Products
Mimo Monitors
Minuteman Power Technologies
Mirantis (Docker) **
MobileDemand
MobileMark
Mobile Tech
MooreCo, Inc
Moshi
MultiTech
MyCena
NanoLumens
NCP Engineering
NetAlly
NetApp
Netgear
Netmotion Wireless
Netsurion
NINJIO
Novastar
Nvidia Corp
Obsidian Integration
One World Touch
Otter Products
Overland Storage
Owl Labs
Paessler
Palo Alto Networks *(SLED only)*
Panorama Antennas
Panasonic **
Paragon Software
Parsec
Patrol PC
PC Matic
Pexip
Philips
PhotonFi
Pivot 3 Inc.
Planar
Plantronics
Plugable
Powergistics
Premium Compatibles
Prestige International
PrinterLogic
Printronix AutoID
ProHawk
Promise Technology
Protec Scientific
Qlogic
QNAP
Quantum
Quark
Radio IP
RapidDeploy
Raritan
Re Mago
Red Hat
ReadyDock
RedyRef
Retrospect
Rittal
Roqos
Ruckus Wireless **
Samsung
Sangoma (Digium)
SDV Solutions
Seal Shield
SecureData
Sharegate
SimplyNUC
SIOS
SKB (Stephen Gould)
SMK-Link
Solo
Sony Corp
SpacePole, Inc.
StarTech.com LTD.
StorageCraft
Stratus
SunBrite TV
Synchrotech
TAG Global
Targus
TD SYNNEX Corp
TD SYNNEX PrintSolv
Team One Networking
Texthelp
The Joy Factory
Total Micro Technologies
Transcend
Tripp Lite
Troy Group
<NEW>Ultimaker
UNC Group
Unitech
Vaddio
Veracity
Verbatim Americas
Vertiv
VIDIZMO
Viewsonic
Vinpower
Visioneer
Vivotek
VS and Associates
VXL Instruments
Wallbox USA
Wasp Barcode Technologies
Watchguard **
West Point
Williams Software (Smartrack) **
Zyxel Corp

EXHIBIT B

Proposal



Modcomp, Inc.
DBA CSPi Technology Solutions
951 Broken Sound Pkwy NW Suite 250
Boca Raton FL 33487
Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote
0320-21253
Date: 09/15/2025

Customer

Town Of Pembroke Park

Representative: Bob Palmisano (bob.palmisano@cspi.com)

End User Registration Details:
Name: Mark Pakula
Phone: 9547014345
Email: mpakula@tppfl.gov

Billing Address
Contact:
3150 SW 52ND AVE.
PEMBROKE PARK FL 33023
Phone: (000) 000-0000
County:

Customer Purchase Order: 0320-21185

Project Name: Fortinet (1 Year)

FOB:

Shipping Address
Contact: Mark Pakula
3150 SW 52ND AVE.
PEMBROKE PARK FL 33023
Phone: (000) 000-0000
County:

Terms: NET 30

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	2	[redacted]	[redacted]	$4,322.00	$8,644.00
2	2	[redacted]		$4,620.00	$9,240.00
3	2	[redacted]		$272.00	$544.00
4	1	[redacted]	[redacted]	$0.00	$0.00

Sub Total:	**$18,428.00**
Shipping:	**$20.00**
Tax:	**$0.00**
Total:	**$18,448.00**

Partial orders and quotes over 30 days from issuance are subject to price change. The quoted price does not include any potential tariffs, duties, or taxes that may arise from international shipments or transactions, and that the customer is responsible for these costs.

CSPi Technology Solutions is your single source for IT Solutions. We are an authorized partner for Juniper, Cisco, Dell/EMC, Palo Alto, HPE/Aruba, VMWare, Nutanix, Microsoft, Citrix, Fortinet and many more.

MODCOMP, Inc. DBA CSPi Technology Solutions is an affirmative action/equal opportunity employer.

All sales are subject to CSPi terms and conditions unless specifically stated otherwise on the quote or if Customer has executed a separate Purchase agreement with CSPi, then the terms of that agreement shall govern.

http://www.cspi.com/wp-content/uploads/2016/07/CSPiTS_modcomp_TC.pdf

Agenda Item Report

Subject:	Consideration of a resolution directing the Town Manager to work with Gloria Rosen of Evershore Financial to provide whole life insurance as alternative to the town's group life insurance for all employees who reach the age of 65 years old - Town Manager Lynch RESOLUTION NO.: 2025-058 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, IN COORDINATION WITH EVERSHORE FINANCIAL GROUP, TO IMPLEMENT A WHOLE LIFE INSURANCE PLAN AS A SUBSTITUTE FOR THE TOWN'S GROUP LIFE INSURANCE PLAN BENEFIT FOR ALL EMPLOYEES WHO REACH THE AGE OF SIXTY-FIVE (65) YEARS OLD; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Building
Recommendation for Counsel to consider:	
Background Information:	The Town Commission will consider Resolution No. 2025-058, which authorizes and directs the Town Manager to coordinate with Gloria Rosen of Evershore Financial Group to implement a whole life insurance plan as an alternative to the Town's current group life insurance benefit for employees who reach the age of sixty-five (65). This resolution is intended to provide a more sustainable and potentially more beneficial life insurance option for senior employees, recognizing that group life insurance coverage often changes or terminates at retirement age. The proposed whole life policy would offer continued coverage beyond age 65, with the goal of enhancing long-term financial security for eligible employees.
Staff Recommendations:	
Procurement:	
Financial Implications:	

Alternatives:	

ATTACHMENTS:

Resolution No: 2025-058

RESOLUTION NO. 2025-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER, IN COORDINATION WITH EVERSHORE FINANCIAL GROUP, TO IMPLEMENT A WHOLE LIFE INSURANCE PLAN AS A SUBSTITUTE FOR THE TOWN'S GROUP LIFE INSURANCE PLAN BENEFIT FOR ALL EMPLOYEES WHO REACH THE AGE OF SIXTY-FIVE (65) YEARS OLD; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has a longstanding custom and practice of providing life insurance plans to Town employees as part of their employee benefit package; and

WHEREAS, the Town's insurance plans and employee benefit packages have historically been administered by the Evershore Financial Group ("Evershore"); and

WHEREAS, the Town Commission has adopted resolutions memorializing a life insurance benefit for members of the Town Commission and Town employees; and

WHEREAS, the Town Commission now seeks to offer a whole life insurance plan option as a substitute for the Town's group life insurance for all employees who reach the age of sixty-five (65) years old; and

WHEREAS, the Town Commission seeks to further direct the Town Manager to coordinate with Evershore to provide for the necessary implementation of a group life insurance plan option, including the execution of all operative documents; and

WHEREAS, the Town Commission finds that this idea is in the best interests of the citizens, residents and employees of the Town of Pembroke Park.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Commission hereby authorizes the Town Manager to coordinate with Evershore Financial Group to implement a whole life insurance plan as a substitute to the Town's group life insurance benefit that is offered to all Town employees who reach the age of sixty-five (65) years old. The Town Commission further authorizes and directs the Town Manager to take any and all action necessary to effectuate the intent of this resolution, including the execution of all operative documents.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

Section 5. This Resolution shall become effective immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration of a Resolution amending Resolution No. 04-01-03, increasing the Town's lien search fee from fifty dollars ($50.00) to seventy-five dollars ($75.00), effective January 1, 2026 - Town Clerk Garcia-Lima RESOLUTION NO.: 2025-059 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING RESOLUTION NO. 04-01-03, ADOPTED ON JANUARY 14, 2004; INCREASING THE TOWN'S LIEN SEARCH FEE FROM FIFTY DOLLARS ($50.00) TO SEVENTY-FIVE DOLLARS ($75.00), EFFECTIVE JANUARY 1, 2026; PROVIDING FOR AN EXPEDITED SERVICE FEE; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	The Town's lien search fee has remained unchanged at fifty dollars ($50.00) since its adoption in 2004. Over the past two decades, administrative and operational costs associated with processing lien searches have increased. Town staff has reviewed the fee structure and recommends an increase to seventy-five dollars ($75.00) to more accurately reflect the cost of providing this service. In addition, staff recommends establishing an expedited service option for an additional fifty dollars ($50.00), resulting in a total of one hundred twenty-five dollars ($125.00) for expedited lien searches. Expedited requests will be processed within three (3) business days of receipt of payment.
Staff Recommendations:	Staff recommends that the Town Commission approve the Resolution amending Resolution No. 04-01-03 to increase the lien search fee to seventy-five dollars ($75.00), effective January 1, 2026, and to establish an expedited service fee option of one hundred twenty-five

	dollars ($125.00).
Procurement:	
Financial Implications:	The fee increase and expedited service option will generate additional revenue to offset the costs associated with staff time and administrative processing of lien searches.
Alternatives:	

ATTACHMENTS:

Resolution No.: 2025-059

RESOLUTION NO. 2025-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING RESOLUTION NO. 04-01-03, ADOPTED ON JANUARY 14, 2004; INCREASING THE TOWN'S LIEN SEARCH FEE FROM FIFTY DOLLARS ($50.00) TO SEVENTY-FIVE DOLLARS ($75.00), EFFECTIVE JANUARY 1, 2026; PROVIDING FOR AN EXPEDITED SERVICE FEE; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about January 14, 2004, the Town Commission adopted Resolution No. 04-01-03 (the "Resolution"), thereby amending a fee schedule for photocopying, document production and lien searches; and

WHEREAS, the Town's lien search fees have not been adjusted since 2004; and

WHEREAS, the Town's professional staff has recommended an increase in the town's lien search fee from fifty dollars ($50.00) to seventy-five dollars ($75.00); and

WHEREAS, the Town seeks to further provide for an expedited lien search for an additional fifty dollar ($50.00) fee; and

WHEREAS, the Town Commission finds that increasing the Town's lien search fees to seventy-five dollars ($75.00) is in the best interests of the citizens and residents of the Town.

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

Section 1: Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2: That the Town Commission hereby amends Resolution No. 04-01-

03 to provide for an increase in lien search fees from fifty dollars ($50.00) to seventy-five dollars ($75.00), effective January 1, 2026. An expedited lien search is available for an additional fee of fifty dollars ($50.00) – total expedited lien search fee of one hundred twenty-five dollars ($125.00). Expedited lien searches shall be completed within three (3) business days of receipt of payment.

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

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and Approval of Agreement with Raftelis Financial Consultants, Inc - Public Services Director Odoms RESOLUTION NO. 2025-060 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	Piggyback
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution 2025-060
Piggyback Agreement
Groveland, City of (FL) - Executed On-Call Agreement_dated 8 8 24
Town of Pembroke Park - Proposal to Provide Utility Rate and Management Consulting Services

RESOLUTION NO. 2025-060

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE AGREEMENT AND TAKE ALL NECESSARY ACTION TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park ("Town") has identified the need for professional consulting services; and

WHEREAS, Raftelis Financial Consultants, Inc. ("Raftelis") is a qualified consulting firm with the expertise and experience to provide such services; and

WHEREAS, the Town Commission finds that entering into an agreement with Raftelis is in the best interest of the Town and its residents.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby authorizes the Town to enter into an agreement with Raftelis Financial Consultants, Inc. for the provision of professional consulting services.

Section 3. The Mayor, Town Manager, and/or appropriate Town officials are hereby authorized to execute the agreement and to take all actions necessary to implement the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

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

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

AGREEMENT

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

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **RAFTELIS FINANCIAL CONSULTANTS, INC..**, a corporation authorized to do business in the State of Florida, with a principal address of 227 West Trade Street, Suite 1400, Charlotte, NC 28202, hereinafter "Contractor," who is authorized to do business in the State of Florida.

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

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide professional utility rate and management consulting services; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about August 8, 2024, between the Contractor and the City of Groveland (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein. The scope is limited to finance services, no services being provided fall within the definition of "professional services," as defined by Sec. 287.055, F.S.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on August 8, 2029, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

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

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

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

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

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

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

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

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Geoffrey Jacobs, Mayor
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

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

Contractor: Henry L. Thomas, Senior Vice President
Raftelis Financial Consultants, Inc.
341 North Maitland Avenue, Suite 300
Maitland, FL 32751

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
GEOFFREY JACOBS
Mayor

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

RAFTELIS FINANCIAL CONSULTANTS

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

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

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

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

CONTINUING CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 8th day of August, 2024, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, (hereinafter referred to as "CONSULTANT"), a Foreign Profit Corporation, Federal Employer Identification Number 20-1054069, whose principal location is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202.

PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and;

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

   CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time and location services are rendered.

   The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

2. **COMPENSATION AND METHOD OF PAYMENT**

   CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

   Exhibit B, Hourly Rate Schedule will reflect the following:

   a. Job Classification;
   b. List of CONSULTANT staff that may be requested to provide services under this Agreement;
   c. A Range of Base Hourly Rates per job classification;
   d. Breakdown of Multiplier to be applied to the Range of Base Hourly Rates;
   e. A Range of Billable Hourly Rates per job classification.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 119.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein by reference as part of the CSA. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.

B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.

D. Upon satisfactory completion of the Task Order or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute 218.73, Local Prompt Pay Act.

F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment.

3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by revised Task Order(s) and updated Purchase Order.

4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT. CONSULTANT may rely on all data and information provided by or on behalf of the CITY in writing without additional investigation, unless otherwise instructed by the CITY.

5. **REPRESENTATIVE OF THE CITY AND CONSULTANT**

It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Chad Cowan, Project Manager
341 N. Maitland Avenue, Suite 300
Maitland, Florida 32751
ccowan@raftelis.com.

6. **TERM OF THE AGREEMENT**

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5th) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

7. **TERMINATION**

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work identified in all executed task orders to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

8. **INDEMNIFICATION OF CITY**

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages

A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

9. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than $1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

10. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents identified as a deliverable in Exhibit A, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in providing services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

11. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held liable or responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

12. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to City	***If to Consultant***
Jo-Anne Drury, Finance Director	Chad Cowan
156 S. Lake Avenue	Raftelis Financial Consultants, Inc.
Groveland, Florida 34736	341 N. Maitland Avenue, Suite 300
(352) 730-9264	Maitland, Florida 32751
Jo-anne.drury@groveland-fl.gov	ccowan@raftelis.com

With a copy to:
Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Director at chris.coghill@groveland-fl.gov.

13. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

15. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

16. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

17. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the

parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9265, VIRGINIA.WRIGHT@GROVELAND-FL.GOV.

23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CITY. The CONSULTANT shall not be entitled to an increase in the Contract price or payment of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONSULTANT shall perform at no increased cost, unless the CITY determines, in its sole discretion, that the delay will significantly impair the value of the Contract, in which case the CITY may (1) accept allocated performance or deliverables from the CONSULTANT, provided that the CONSULTANT grants preferential treatment to CITY with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the CONSULTANT for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

24. FEDERAL REQUIREMENTS.

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide(PAPPG).

This contract is subject to change based on guidance from the Federal funding source.

Equal Employment Opportunity

A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

B. Key Definitions.
   1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
   2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
   3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
   4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

      "During the performance of this contract, the CONSULTANT agrees as follows:

      a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

b) The CONSULTANT will, in all solicitations or advertisement for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The CONSULTANT will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

g) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II, ¶.

C. Under 40 U.S.C. §3702, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

D. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permitany such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for

all hours worked in excess of forty hours in such workweek.

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

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

Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTs to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of $150,000 must contain a provision that requires the CONSULTANT to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

A. Clean Air Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

B. Federal Water Pollution Control Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
   2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

Procurement of Recovered Materials

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation

and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
   1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot beacquired-
      a) Competitively within a timeframe providing for compliance with the contract performanceschedule;
      b) Meeting contract performance requirements; or
      c) At a reasonable price.
   2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), andLabor Surplus Area Firms

A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
   1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
   3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
   4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
   1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
   2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
   3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

Program Fraud and False or Fraudulent Statements or RelatedActs

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R.§180.935).
B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it entersinto.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

   By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subCONSULTANTs are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

Signature

Print Name: Lisa Cortese

Signature

Print Name: Travis Jackson

CITY OF GROVELAND

Christine Coghill, Procurement Director

Date: 8/21/24

ATTEST:

Virginia Wright, City Cleark

WITNESSES:

Signature

Print Name: Anne Bryant

Signature

Print Name: Kyhara deGeneste

RAFTELIS FINANCIAL CONSULTANTS, INC.

Chad Cowan, Senior Manager

Date: 8/8/24

EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed $4,000,000 and no study may exceed $500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/ Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/ Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Halff Associates, Inc.	X	X	X	X	X	X	X			X	X		X	X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X							
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raftelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
YBE Consulting, Inc	X													

	Rates		
Job Classification	Hourly Rate	Multiplier	Billable Rate
Executive Vice President			$400
Vice President			$360
Senior Manager			$320
Manager			$295
Senior Consultant			$250
Consultant			$220
Creative Director			$220
Associate			$185
Graphic Designer			$160
Analyst			$135
Administration			$100

Business Travel Expense Policy

Groveland
FLORIDA
City with Natural Charm™

Effective March 16, 2020

A. Purpose

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

B. Scope

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

C. Definitions

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

D. Responsibilities

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

E. Eligible Expenses

The following are types of expenses which are eligible for reimbursement per the policy.

1. *Registrations*

The cost associated with registering for training/conference.

2. *Transportation*

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1st in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is $0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. https://www.google.com/maps

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be $35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only {Valet parking is considered an upgrade and would only be covered if no other parking is available)

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk) distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved bythe City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standardaccommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. www.gsa.gov/portal/category/100120. If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	$66.00
First & Last day of Travel	$49.50
Breakfast	$16.00
Lunch	$17.00
Dinner	$28.00
Incidental Expenses	$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

F. Ineligible Expenses

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

G. Approvals

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

H. Travel Reimbursement

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

I. Personal Time & Travel Guests

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

J. Abuse of Policy

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

K. Authority

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Chad Cowan (Role) of Raftelis Financial Consulting (Company).

3. Raftelis Financial Consulting (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Chad Cowan, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Raftelis Financial Consulting
Company Name

Authorized Signatory

Chad Cowan
Printed Name

Senior Manager
Title

8/8/24
Date

RAFTELIS

September 9, 2025

Mr. David Lynch
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Subject: **Agreement to Provide Utility Rate and Management Consulting Services**

Dear Mr. Lynch:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this task authorization to provide professional utility rate and management consulting services to the Town of Pembroke Park, Florida (the "Town" or "Client"). Based on our discussions with the Town, the purpose of this task authorization is to provide: i) a wastewater utility rate; ii) a stormwater utility revenue sufficiency study; iii) a bond feasibility study. This task authorization is pursuant to the terms and conditions of the City of Groveland Continuing Consultant Services Agreement dated August 8, 2024 between the City of Groveland and Raftelis (the "Piggyback Agreement") that provides for ongoing utility rate and management consulting services. A copy of the Piggyback Agreement is attached as Attachment D. The scope of services to be performed for the task authorization is attached as Attachment B.

We appreciate the opportunity to assist the Town to address its rate administrative needs. If this task authorization is acceptable to the Town, please acknowledge your acceptance below and return an executed copy to Raftelis. The receipt of the executed task authorization will serve as our notice to proceed. If you have any questions, please do not hesitate to call. We look forward to working with the Town on this project.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the Project Director, and Shawn Ocasio will be the Project Manager and primary contact with the Town. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this task authorization shall be billed based on the direct labor rates set out in Attachment A, which is made a part of this proposal.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis for this task authorization is included on Attachment B.

COMPENSATION AND BILLING

Based on the scope of services for this task authorization as summarized herein in Attachment B and the direct hourly labor billing rates from the Piggyback Agreement as identified on Attachment A, we propose to establish a not-to-exceed contract budget to provide the scope of services of $118,000. The cost of each of the components of the services are as follows:

Project Components		Project Fee
Wastewater Utility Rate Study		$43,000
Stormwater Utility Revenue Sufficiency Study		$36,000
Bond Feasibility Study		$39,000
Task Authorization Total		**$118,000**

Detailed cost estimates in support of these amounts are provided in Attachments C-1 through C-3.

This project budget amount includes the direct cost of personnel and sub-consulting fees anticipated for the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the Town based on the Standard Unit Costs or reimbursement schedule as reflected on Attachment A. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the Town.

FINANCIAL ADVISOR DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist.

Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the Town should issue debt based on the terms and assumptions used to develop the financial evaluation, or that the Town will, in fact, be able to issue debt under the exact terms and conditions assumed and used to develop the financial plan or forecast. The information developed as part of this rate model update, including any related municipal advice, is intended only to provide information useful in evaluating

the potential impact on the utility and future rate adjustments of a potential course of action for the Town. If the Town decides at some future date to issue debt, then at that time the Town will need to engage an independent, registered Financial Advisor to assist in evaluating the availability of different types of debt, and the specific terms and conditions for issuing debt, which will be affected by market conditions and the Town's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, Raftelis can also provide additional assistance related to a specific bond or debt issue, such as preparing a bond feasibility report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By issuing a purchase order that includes the terms of this Task Authorization, the Town is indicating its approval and acceptance of the proposed scope of work and fees, the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue through the completion of the project or some other contract period as mutually agreed to between the Town and Raftelis. It is anticipated that the wastewater and stormwater rate studies will be completed within 240 days after being given authorization to proceed.

We appreciate the opportunity to submit this agreement to provide rate consulting services to the City. If this agreement is acceptable, please execute both copies and return one copy to Raftelis.

Very truly yours,

Raftelis Financial Consultants, Inc.

Henry L. Thomas

Henry L. Thomas
Senior Vice President

ACCEPTED BY:

Town of Pembroke Park, Florida

_____
Name

_____
Title

_____
Date

Attachments

ATTACHMENT A

TOWN OF PEMBROKE PARK, FLORIDA
UTILITY RATE AND MANAGEMENT CONSULTING SERVICES

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates
Executive Vice President / Principal	$400.00
Vice President	$360.00
Senior Manager	$320.00
Manager	$295.00
Senior Consultant	$250.00
Consultant	$220.00
Creative Director	$220.00
Associate	$185.00
Graphic Designer	$160.00
Analyst	$135.00
Administration	$100.00

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	$0.445 per mile
Lodging / Other Travel Costs	Travel Expenses per FS 119.061
Meals	Not-to-Exceed per Raftelis Employee per FS 119.061; Currently: $6.00 – Breakfast $11.00 – Lunch $19.00 – Dinner

ATTACHMENT B

TOWN OF PEMBROKE PARK, FLORIDA
UTILITY RATE AND MANAGEMENT CONSULTING SERVICES

SCOPE OF SERVICES

I. SCOPE OF SERVICES

The Scope of Services to be performed by the personnel of Raftelis for the Wastewater Rate Study, Stormwater Revenue Sufficiency Study, and Bond Feasibility Study are summarized below by task:

A. Wastewater Utility Rate Study

Task 1 – Data Request and Data Gathering

Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the Wastewater Utility Rate Study. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, wholesale treatment agreements and rates, fixed asset data and customer billing data. The initial data request will be as comprehensive as possible; however, it is contemplated that follow up data requests will be required during the study. Once the Town has responded to the initial data request, the data provided will be reviewed and incorporated into the development of Town's utility financial planning and rate model. This task assumes a total of 12 hours (Senior Manager at 4 hours and a Consultant at 8 hours) associated with data gathering, compilation, and validation activities. One (1) virtual project kickoff meeting will be held as a part of this task to discuss project objectives, timeline, and any data request related questions the Town may have.

Task 2 – Customer, Sales and Revenue Forecast

Raftelis will prepare an updated forecast of customer and usage requirements for the Wastewater Utility based on detailed customer account information provided by the Town. This task will include review of the most recent historical customer statistics by services type and rate classification and the development of a forecast of customers and revenues based on the best available information about future growth. This task also includes preparing a detailed profile of billing determinants for the Wastewater Utility to be included in the financial forecast. The first step of this task will be to work with Town staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast models and revenue sufficiency reviews. This summarized customer billing and sales data will then be applied to the current customer billing rates to develop a projection of rate revenues for the forecast period.

Task 3 – Development of Projected Revenue Requirements

Raftelis will prepare a five-year financial forecast and revenue requirements analysis based on the Town's proposed FY 2026 Budget and CIP for the Wastewater Utility System. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. A general review of any existing or proposed debt covenant compliance issues will also be performed. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenues will be based on applying the adopted rate schedules to the customer forecast and detailed profile of billing determinants developed in Task No. 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, Raftelis will then develop proposed Wastewater Utility rate adjustments. Up to three (3) rate adjustment / funding scenarios are contemplated as a part of this task. Up to two (2) virtual meetings at up to two (2) hours long each are anticipated as a part of this task.

Task 4 – Wastewater Rate Design

Based on the overall revenue requirements identified in Task 3, Raftelis will develop rates for wastewater service including monthly base charges and usage related charges based on the rate adjustment scenarios developed in Task 3. Up to two (2) design scenarios are contemplated as a part of this task. An evaluation of the feasibility of implementing a wholesale treatment adjustment clause will be provided as part of the rate design task. A comparison of the proposed rates with the Town's existing rates and the rates of other neighboring utilities will be prepared to disclose the impact of any proposed rate adjustments. Up to two (2) virtual meetings at one (1) hour long each are anticipated as a part of this task.

Task 5 – Wastewater Rate Study Results

Raftelis will attend one (1) onsite public workshop meeting and one (1) onsite public hearing to present the results of the wastewater rate study to the Town Council. This task will also include preparation of a PowerPoint briefing document and a letter report to summarize the study results and review of the Town's draft rate resolution as drafted by the Town's Attorney.

LIST OF ANTICIPATED DELIVERABLES

The deliverables to be provided with respect to the preparation of the Wastewater Rate Study shall include the following items:

- Initial Data Request
- Projected Revenue Requirements and the Adequacy of Existing Rates
- Proposed Wastewater Rates
- Rate Comparison of Proposed Rates with Existing Rates and Other Jurisdictions
- Briefing Document to Summarize the Rate Study

- Report Summarizing the Rate Study, Assumptions and Recommendations

TOWN STAFF ASSISTANCE

The Town staff will be called upon to assist Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Town:

1. The gathering of specific customer, operational and financial data and billing information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town; and
3. Performing a general review and providing comments relative to the study assumptions and results of our analyses and report in support of the proposed rates for wastewater service.

MEETINGS

As described in the tasks above, Raftelis will attend up to seven (7) total meetings during the course of the project comprised of two (2) onsite meetings and five (5) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.

2. Four (4) offsite / virtual meetings to discuss data related questions, review study assumptions, discuss results with Town staff.

3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are anticipated to be shared with the Stormwater Revenue Sufficiency Study's onsite meetings in order to provide certain cost efficiencies for the Town.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Development of miscellaneous fees or charges for services such as wastewater impact fees, tap fees, late payment fees.

4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

6. Development of additional rate adjustment analyses / funding scenarios / rate design scenarios above those contemplated in the Tasks 3 and 4 above.

B. Stormwater Utility Revenue Sufficiency Study

The following represents the scope of services for the preparation of a Stormwater Utility Revenue Sufficiency Study for the Town. The tasks included in the scope of services are described below:

Task 1 – Project Initiation / Data Request and Data Gathering

The project initiation phase consists of three tasks that include:

1. Initial Project Meeting
2. Data Collection and Review

Task 1.1 – Initial Project Meeting – To begin this project, Raftelis staff will attend one (1) virtual meeting with Town staff to discuss the project's data requirements, schedule, and project goals and objectives.

Task 1.2 – Data Collection/Review – Raftelis will prepare a data request to facilitate the collection of operating, financial and customer data, and any other information needed to prepare the Study. It should be noted that this task anticipated eight (8) hours of time (2 Senior Manager hours and 6 Consultant hours) associated with data gathering and compilation activities. Examples of the data required include (but are not limited to):

1. Detailed Operating budgets and projection of operating expenses to reflect any changes in the level of service;
2. Five Year Capital Improvement Plan; and

3. Detailed Equivalent Residential Billing statistics.

Task 2 – Stormwater Utility Financial Analysis

Raftelis will review the Town's stormwater utility operating budgets and capital improvement plan and will develop a five-year financial analysis based on the proposed Fiscal Year 2026 operating and capital budget. The results of the five-year financial analysis will be used to develop proposed rates and capital funding strategies.

1. Identification of five-year stormwater utility expenditures needs for operations, maintenance, administration, equipment, capital improvements and asset replacement including any future staffing needs such as additional maintenance crews. The projected revenue requirements will address the Town's future staffing plan and anticipated capital projects and incorporate such costs into the projected revenue requirements. To develop projections of revenues under existing rates, Raftelis will work with the City to identify projected new development.
2. Summarizing the five-year revenue requirements analysis for the stormwater management program and evaluating the adequacy of currently adopted stormwater rates. Up to three (3) rate adjustment / funding scenarios are anticipated as a part of this task.
3. During preparation of the five-year revenue requirements analysis, Raftelis will attend up to three (3) offsite / virtual meetings with Town staff to review the projected costs and alternative funding methods that will serve as the basis for proposed rates for stormwater service. Each offsite / virtual meeting is anticipated to last up to two (2) hours long.

Task 3 – Develop Stormwater Rates

In this task, Raftelis will develop overall rate adjustments applied to the existing rate methodology to recover the expenditures identified in the five-year financial analysis. Up to three (3) scenarios are anticipated as noted in Task 2 above.

Task 3.1 – Develop Proposed Stormwater Rates – Raftelis will prepare a schedule of proposed rates based on a uniform application of the recommended rate revenue adjustments.

Task 3.2 – Comparison of Proposed Rates – Raftelis will prepare a comparison of the proposed rates with the existing rates and the rates of other neighboring utilities.

Task 3.3 – Update Stormwater Utility Rate Ordinance – Raftelis will review the Town's proposed stormwater utility rate resolution as prepared by the Town's Attorney.

Task 4 – Report Preparation and Presentation

The results of the stormwater rate study will be summarized in a letter report for presentation to the Town. The report will document Raftelis' assumptions and considerations, a summary

of the methodologies relied upon in developing the proposed rate adjustments, and our findings and conclusions.

In order to present the rates to the Town and the public, Raftelis will make two (2) onsite presentations to the Town Council, as appropriate, to discuss the recommended utility rates and the effects of billing such rates on the utility customers.

These specific deliverables will be provided:

Deliverable 1 – At the conclusion of Task 3, a comparison of the existing and proposed rates and a comparison to other utilities stormwater service rates.

Deliverable 2 – At the conclusion of Task 4, a rate study report and briefing materials documenting our assumptions, analyses, observations, and conclusions associated with the financial forecast and design of proposed rates.

TOWN STAFF ASSISTANCE

The Town staff will be called upon to assist Raftelis to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the Town:

1. The gathering of specific customer, operational and financial data and billing information relative to the Project;
2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the Town; and
3. Performing a general review and providing comments relative to the study assumptions and results of our analyses and report in support of the proposed rates for stormwater service.

MEETINGS

As described in the tasks above, Raftelis will attend up to six (6) total meetings during the course of the project comprised of two (2) onsite meetings and four (4) offsite / virtual meetings.

1. One (1) offsite / virtual project kickoff meeting to review the project goals and objectives as well as discuss any preliminary related data questions and finalize the project schedule with Town staff.

2. Three (3) offsite / virtual meetings to discuss data-related questions, review study assumptions, discuss results with Town staff.

3. Two (2) onsite meetings to present the assumptions, conclusions, and recommendations of the Study to the Town Council. It should be noted that these two (2) meetings are

anticipated to be shared with the Wastewater Rate Study's onsite meetings in order to provide certain cost efficiencies for the Town.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services. Should meetings that were originally anticipated to be shared later be held separately then this will constitute additional meetings.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Development of miscellaneous fees (late payment fees, etc.).

4. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

5. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

6. Development of additional rate adjustment analyses / funding scenarios above those contemplated in the Tasks 2 and 3 above. Note the scenarios in Tasks 2 and 3 are the same three (3) and not additive of each other.

C. Bond Feasibility Study

The scope of service is related to the preparation of a Bond Feasibility Study for the wastewater and stormwater utility systems. The scope of services shall be as follows:

Task 1 – Data Acquisition and Review

Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the Town in order to prepare a Bond Feasibility Study following the adoption of the Wastewater and Stormwater Rate studies. The data requested will include, but not be limited to, the following: i) historical operating results for Fiscal Years 2021 through 2025 for each system; ii) historical customer billing information for the ten largest

customers of each system, ii) historical and future population and development information; iii) any updates to the capital improvement program, iv) planning documents including information regarding current and/or planned level of service standards; and v) other data and information considered necessary to perform the study. Raftelis will attend up to six (6) virtual meetings (each up to two hours long) with the Town's financing team during preparation of the Bond Feasibility Study to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study. It should be noted that the data gathering / compilation activities associated with this task are anticipated at ten (10) hours of time (2 Senior Manager hours and 8 Consultant hours).

Task 2 – Historical and Projected Operating Results

This task will include a review and summarize service area demographics and types customers served including any projections of service area population and new development by type of development (e.g., single-family, multi-family, commercial etc.). In addition, an evaluation of historical operating results for Fiscal Years 2021 through 2025 will be compiled and projected operating results based on the results of the Wastewater and Stormwater Rate Studies. The projected operating results will include the proposed capital financing plan and projections of debt service coverage.

Task 3 – Preparation of Bond Feasibility Report

Raftelis will coordinate with the City's engineers and financial staff to prepare the Bond Feasibility Report to include discussions of the City's wastewater and stormwater utility system rates, and historical and projected operating results. Up to three (3) iterations/drafts of the report are anticipated as a part of this task.

Task 4 – Additional Bonds Test and Certificates

Based on historical available information will prepare an Additional Bonds Test, as necessary for the Bond Feasibility Report and a Closing Certificate upon completion of the study.

LIST OF ANTICIPATED DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Draft and Final Bond Feasibility Study Reports
- Additional Bonds Test
- Closing Certificate

MEETINGS

As described in the tasks above, Raftelis will attend up to six (6) offsite / virtual meetings during the course of the project.

1. Six (6) offsite / virtual meetings to discuss data-related questions, to discuss study assumptions, discuss deliverables, and other relevant items with the Town's financing team.

ADDITIONAL SERVICES

During the course of the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The Town will be billed for such additional services based on the hourly rate schedule of Raftelis' employees as shown in this agreement or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include (but not be limited to) the following:

1. Attendance of additional meetings above what is contemplated in the scope of services.

2. Providing general consulting services relating to meeting with third parties regarding the derivation of the fees, providing litigation support services in the event of a challenge of the fees, and other related issues not contemplated in the above scope of services.

3. Additional time associated with data gathering and compilation activities above what is already contemplated in Task 1 above.

4. Delays in the project schedule that would affect the budget for the scope of services reflected herein.

5. Development of additional rate adjustment analyses / funding scenarios outside of what was adopted as a part of the Wastewater Rate Study and Stormwater Revenue Sufficiency Study.

6. Development of additional drafts of the feasibility report above the three (3) iterations contemplated above.

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ATTACHMENT C-1

Town of Pembroke Park, Florida

Cost Estimate for Wastewater Utility Rate Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Wastewater Rate Study						
2	Task 1 - Data Request and Data Gathering	1	0.0	5.0	8.0	0.0	13.0
3	Task 2 - Customer, Sales, and Revenue Forecast	2	1.0	6.0	12.0	0.0	19.0
4	Task 3 - Development of Projected Revenue Requirements	3	2.0	8.0	16.0	0.0	26.0
5	Task 4 - Wastewater Rate Design	4	1.0	8.0	16.0	0.0	25.0
6	Task 5 - Wastewater Rate Study Results	5	2.0	12.0	8.0	6.0	28.0
	Meetings:						
7	Virtual Project Kickoff Meeting x1	1	1.0	1.0	0.0	0.0	2.0
8	Virtual Meetings to Review Questions, Assumptions, Preliminary Results x4	2 - 4	6.0	6.0	0.0	0.0	12.0
9	Onsite Meetings to Present Results to Town Council x2 (Shared with Stormwater Study)	5	10.0	10.0	0.0	0.0	20.0
10	Project Management	All	3.0	4.0	0.0	2.0	9.0
11	Total Hours		26.0	60.0	60.0	8.0	154.0
12	Direct Labor Cost		$9,360	$19,200	$13,200	$800	$42,560
	Allowance for Indirect Costs						
13	Miscellaneous (Phone\Postage\Reproduction\Other)						$70
14	Travel Expenses (Rental Car, Meals, Tolls, etc.) - Shared with Stormwater Study						370
15	Total Allowance for Indirect Costs						$440
16	**Total Project Cost (Rounded)**						**$43,000**

ATTACHMENT C-2

Town of Pembroke Park, Florida

Cost Estimate for Stormwater Revenue Sufficiency Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Stormwater Revenue Sufficiency Study						
2	Task 1 - Data Request and Data Gathering		0.0	2.0	6.0	0.0	8.0
	Task 2 - Stormwater Utility Financial Analysis						
3	Customer, Sales and Revenue Forecast		0.0	6.0	8.0	0.0	14.0
3	Projection of Operating and Maintenance Expenses		0.0	2.0	8.0	0.0	10.0
4	Capital Improvement Program Funding Analysis		0.0	2.0	8.0	0.0	10.0
5	Projection of Other Revenue Requirements		0.0	1.0	4.0	0.0	5.0
	Task 3 - Develop Stormwater Rates						
6	Review Adequacy of Existing Rates		2.0	3.0	1.0	0.0	6.0
7	Prepare Rate Comparison		0.0	1.0	4.0	0.0	5.0
	Task 4 - Report Preparation and Presentation						
8	Preparation of Presentation Briefing Documents		1.0	2.0	6.0	0.0	9.0
9	Preparation of Letter Report		1.0	8.0	4.0	6.0	19.0
	Meetings:						
10	Virtual Project Kickoff Meeting x1		1.0	1.0	0.0	0.0	2.0
11	Virtual Meetings to Review Questions, Assumptions, Preliminary Results x3		6.0	6.0	0.0	0.0	12.0
12	Onsite Meetings to Present Results to Town Council x2 (Shared with Wastewater Study)		10.0	10.0	0.0	0.0	20.0
13	Project Management		3.0	4.0	0.0	2.0	9.0
14	Total Hours		24.0	48.0	49.0	8.0	129.0
15	Direct Labor Cost		$8,640	$15,360	$10,780	$800	$35,580
	Allowance for Indirect Costs						
16	Miscellaneous (Phone\Postage\Reproduction\Other)						$50
17	Travel Expenses (Rental Car, Meals, Tolls, etc.) - Shared with Wastewater Rate Study						370
18	Total Allowance for Indirect Costs						$420
19	**Total Project Cost (Rounded)**						**$36,000**

ATTACHMENT C-3

Town of Pembroke Park, Florida

Cost Estimate for Wastewater and Stormwater Bond Feasibility Study

Line No.		Task Number	Vice President	Senior Manager	Consultant	Admin.	Totals
1	**Project Billing Rates ($/Hr.)**		$360.00	$320.00	$220.00	$100.00	
	Bond Feasibility Study						
2	Task 1 - Data Acquisition and Review		0.0	2.0	8.0	0.0	10.0
3	Task 2 - Historical and Projected Operating Results		4.0	8.0	16.0	0.0	28.0
4	Task 3 - Preparation of Bond Feasibility Report		16.0	16.0	8.0	16.0	56.0
5	Task 4 - Additional Bonds Test and Certificates		2.0	8.0	4.0	0.0	14.0
	Meetings:						
6	Virtual Meetings with Town's Financing Team x 6		12.0	12.0	0.0	0.0	24.0
7	Project Management		2.0	5.0	0.0	2.0	9.0
8	Total Hours		36.0	51.0	36.0	18.0	141.0
9	Direct Labor Cost		$12,960	$16,320	$7,920	$1,800	$39,000
	Allowance for Indirect Costs						
10	Miscellaneous (Phone\Postage\Reproduction\Other)						$0
11	Total Allowance for Indirect Costs						$0
12	**Total Project Cost (Rounded)**						**$39,000**

ATTACHMENT D

CONTINUING CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into on this 8th day of August, 2024, by and between the **CITY OF GROVELAND, FLORIDA**, a municipal corporation (hereinafter referred to as "CITY"), 156 South Lake Avenue, Groveland, Florida 34736, and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, (hereinafter referred to as "CONSULTANT"), a Foreign Profit Corporation, Federal Employer Identification Number 20-1054069, whose principal location is 227 West Trade Street, Suite 1400, Charlotte, North Carolina 28202.

PREMISES

WHEREAS, the CITY issued a Request for Proposals (RFP) #2023-RFP-019, Citywide On-Call Professional Services for the purpose of contracting with multiple consulting firms to provide general and professional services to include capital construction projects or studies;

WHEREAS, the CITY desires for CONSULTANT to provide assistance to the CITY for the outlined services upon terms and conditions set forth below, and CONSULTANT also desires to undertake these tasks and assist the CITY;

WHEREAS, CONSULTANT has represented, upon which CITY has relied to its detriment, that CONSULTANT is qualified and competent to perform such services, and;

WHEREAS, this Agreement shall constitute a continuing services contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, CITY and CONSULTANT agree as follows:

1. **SCOPE OF PROFESSIONAL SERVICES**

   CONSULTANT shall provide professional services as provided in RFP 2023-RFP-019, Citywide On-Call Professional Services, which is incorporated by reference herein, and services as outlined within Exhibit A, Scope of Professional Services, attached. CONSULTANT will perform all such services in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time and location services are rendered.

   The CITY shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the CONSULTANT is providing these services on a nonexclusive basis. The CITY, at its option, may elect to have any of the services set forth herein performed by other consultants or CITY staff. CONSULTANT shall be responsible for the accuracy of the work products and shall promptly correct its errors and omissions without additional compensation. Acceptance of work products by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

2. **COMPENSATION AND METHOD OF PAYMENT**

   CITY shall pay CONSULTANT in accordance with Exhibit B, Hourly Billing Rate Schedule, which is attached hereto and incorporated herein by reference as part of this Consultant Services Agreement (CSA). The Hourly Billing Rate Schedule identifies all job classifications, which will perform billable services pursuant to this CSA and the hourly rate for each job classification. Only those job classifications incorporated into Exhibit B will be authorized to provide services to the CITY. The CITY reserves the right to negotiate additional job classifications, should the need arise.

   Exhibit B, Hourly Rate Schedule will reflect the following:

   a. Job Classification;
   b. List of CONSULTANT staff that may be requested to provide services under this Agreement;
   c. A Range of Base Hourly Rates per job classification;
   d. Breakdown of Multiplier to be applied to the Range of Base Hourly Rates;
   e. A Range of Billable Hourly Rates per job classification.

The CONSULTANT shall, when requiring the services of subconsultants, be responsible for the integration of all subconsultants' work into the documents and for all payments to such subconsultants out of the approved Task Order. Services rendered by the CONSULTANT in connection with the coordination of any such subconsultants or other personnel services shall be considered within the scope of the Agreement and no additional fee will be due the CONSULTANT for such work.

Consumables, miscellaneous expenses, and travel expenses shall be paid in accordance with FS 119.061 and the City of Groveland Travel Policy, dated March 16, 2020, which is attached hereto and incorporated herein by reference as part of the CSA. Any charge submitted as a pre-approved expense, i.e., materials, supplies, equipment, etc., shall be billed at cost plus ten percent (10%).

The CONSULTANT'S compensation shall be established and authorized for each Task Order on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the Agreement. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the first year of the Agreement. Compensation for any authorized cost that is not set forth in the Agreement shall be negotiated prior to issuance of the Task Order and shall be supported by Exhibit B, Hourly Billing Rate Schedule.

A. CONSULTANT shall provide a "Not-to-Exceed" fee for the approved Task Order. The total sum of all personnel, including subconsultants, expenses, and miscellaneous costs supported by the approved Task Order shall be considered a "Not-to-Exceed" fee. No additional compensation shall be due unless changes are made to the approved Task Order.

B. Exhibit B, Hourly Rate Schedule may be adjusted one time annually and then only at the beginning of each new one-year period with the consent of the CITY which consent may be withheld in its sole discretion. All such adjustments must be supported by a CITY approved index with calculations reflecting a clear equation supporting the proposed adjustment(s).

C. At the end of each month CONSULTANT may submit an invoice for services rendered during that month based upon progress completed to date. All travel, per diem, mileage, etc., will be in accordance with Exhibit C, Travel Policy.

D. Upon satisfactory completion of the Task Order or any Change Order thereto, and, upon acceptance of the Work by the CITY, CONSULTANT may invoice the full final amount of compensation due to CONSULTANT less amounts already paid by the CITY. All invoices, whether partial or final billing, shall be accompanied by appropriate documentation of work accomplished to date.

E. The CITY agrees that all compensation to CONSULTANT is due and payable by the CITY to CONSULTANT in accordance with Florida Statute 218.73, Local Prompt Pay Act.

F. When work is assigned, CONSULTANT must submit a comprehensive scope with all relevant information incorporated to the CITY within ten (10) days of assignment.

3. CHANGES IN SCOPE OF WORK

The CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under any Task Order under this Agreement. Such changes and method of compensation must be agreed upon in writing by revised Task Order(s) and updated Purchase Order.

4. RESPONSIBILITY OF THE CITY

The CITY will furnish CONSULTANT upon request, with all existing data, plans, maps, and other planning information available and useful in connection with any Task Order issued under this Agreement. Such data, plans, maps, and other planning information shall be returned to the CITY upon the completion of the services to be performed by CONSULTANT. CONSULTANT may rely on all data and information provided by or on behalf of the CITY in writing without additional investigation, unless otherwise instructed by the CITY.

5. **REPRESENTATIVE OF THE CITY AND CONSULTANT**

It is recognized that questions related to the performance of services pursuant to this Agreement will arise. The CITY hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performances of this Agreement shall be addressed. The designated representative shall have the authority, as the CITY's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the CITY policy and decisions pertinent to the work covered by this Agreement.

CONSULTANT shall, at all times during the normal work week, designate or appoint one representative who is authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of work pursuant to this Agreement and shall keep the CITY continually advised of such designation in writing.

For purposes of this Agreement, the designated CONSULTANT representative is:

Chad Cowan, Project Manager
341 N. Maitland Avenue, Suite 300
Maitland, Florida 32751
ccowan@raftelis.com.

6. **TERM OF THE AGREEMENT**

The term of this Agreement shall be from the date last signed by a party to this Agreement until the last day of the last month of the fifth (5th) year after original execution. All work in progress at the time of expiration of the Agreement will extend beyond the expiration of this Agreement; the term of this Agreement shall automatically be extended until completion of the work. No new work will be issued after the date of termination of the Agreement regardless of all on-going work.

7. **TERMINATION**

A. Either the CITY or CONSULTANT may terminate this Agreement by giving sixty (60) days advance notice in writing to the other.

B. In the event of termination of this Agreement by either party, CONSULTANT agrees to deliver all work identified in all executed task orders to the CITY, whether completed or in progress, that is not yet in the CITY'S possession, except as otherwise is provided for in paragraph 7 above should CITY request CONSULTANT to complete a particular task. Then such work shall be delivered to CITY upon completion.

C. Both the CITY and CONSULTANT shall have the right to terminate the Agreement for failure of the other party to fulfill its Agreement obligations and shall have all other rights and remedies otherwise available to the CITY and CONSULTANT under law.

8. **INDEMNIFICATION OF CITY**

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the CITY, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its subconsultants, or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT'S insurance or one million dollars ($1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any. Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages

A. The CITY'S review, comment, and observation of the CONSULTANT'S service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

9. INSURANCE

A. CONSULTANT shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation insurance, Employer's Liability insurance, Comprehensive General Liability insurance with a $2,000,000 combined single limit for each occurrence, and Professional Liability insurance in an amount no less than $1,000,000 per claim, as will assure to the CITY, the protection contained in the foregoing Indemnification undertaken by CONSULTANT. The certificates of insurance and endorsements shall be provided to CITY upon execution of this Agreement, naming the CITY as an additional insured on the Commercial General Liability and Automobile Liability policies. Renewal certificates shall be provided to CITY within 30 days of renewal.

B. Such policy or policies shall be issued by companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Florida.

C. Failure to obtain and maintain such insurance as set out above shall be considered a breach of contract and may result in termination of this Agreement for default.

D. The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the CONSULTANT under the terms of this Agreement. CONSULTANT may procure and maintain at its own expense any additional insurance that in its judgment may be necessary.

10. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents identified as a deliverable in Exhibit A, including detailed reports, plans, original maps, and all other data, prepared or obtained by CONSULTANT in providing services hereunder shall become the property of the CITY. The CONSULTANT shall not be liable for any use by the CITY of said documents or data if modified in any manner or if used for any other than the original purpose without prior written approval of CONSULTANT. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

11. REUSE OF DOCUMENTS

A. Wherever and whenever applicable, all data, plans, drawings and other documents including maps furnished by CONSULTANT pursuant to this Agreement may be reused by the CITY for future projects.

B. CITY shall have the right to reuse the data, documents and maps and contract with other parties, not CONSULTANT. In such event, CONSULTANT shall not be held liable or responsible for any such reuse.

C. If the CITY elects to reuse the documents and engage the professional services of CONSULTANT for future work, CONSULTANT agrees to perform said services for a mutually agreed upon fee to be negotiated under such Change Order for additional Work. If any modifications are required to adapt the documents, compensation for such work shall be negotiated.

12. NOTICES

All notices or other communications required hereunder shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to City	***If to Consultant***
Jo-Anne Drury, Finance Director	Chad Cowan
156 S. Lake Avenue	Raftelis Financial Consultants, Inc.
Groveland, Florida 34736	341 N. Maitland Avenue, Suite 300
(352) 730-9264	Maitland, Florida 32751
Jo-anne.drury@groveland-fl.gov	ccowan@raftelis.com

With a copy to:
Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Director at chris.coghill@groveland-fl.gov.

13. EQUAL OPPORTUNITY EMPLOYMENT

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for Work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applications are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

14. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other communication contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount for such fee, commission, percentage, gift or consideration in accordance with F.S. 287.055(6)(a).

15. APPLICABLE LAW

This Agreement will be construed and interpreted according to the laws of the State of Florida. Venue and jurisdiction for proceedings in connection with this Agreement will be the county or circuit court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

16. ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

17. WAIVER

The forbearance of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any provision of this Agreement either at the time of the breach or failure occurs or at any time throughout the term of this Agreement.

18. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the

parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. INDEPENDENT CONSULTANT

It is hereby mutually agreed that CONSULTANT is and shall remain an independent CONSULTANT and not an employee of the CITY.

20. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Agreement or to rely upon the provisions of this Agreement.

21. CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier, SUBCONSULTANT, or CONSULTANT under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22. PUBLIC RECORDS

Pursuant to applicable Florida law, the CONSULTANT'S records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. If applicable, the CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records required by the CITY in order to perform the Services. Upon request from the CITY's Custodian of Public Records, the CONSULTANT shall provide the CITY with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONSULTANT does not transfer the records to the CITY. Upon completion of the Agreement the CONSULTANT shall transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain all public records required by the CITY to perform the Services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WRIGHT, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 730-9265, VIRGINIA.WRIGHT@GROVELAND-FL.GOV.

23. FORCE MAJEURE

CONSULTANT shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the CONSULTANT or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the CONSULTANT'S control, or for any of the foregoing that affect subconsultants or suppliers if no alternate source of supply is available to the CONSULTANT. In case of any delay the CONSULTANT believes is excusable, the CONSULTANT shall notify the CITY in writing of the delay or potential delay

and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONSULTANT could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the CONSULTANT first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CITY. The CONSULTANT shall not be entitled to an increase in the Contract price or payment of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONSULTANT shall perform at no increased cost, unless the CITY determines, in its sole discretion, that the delay will significantly impair the value of the Contract, in which case the CITY may (1) accept allocated performance or deliverables from the CONSULTANT, provided that the CONSULTANT grants preferential treatment to CITY with respect to deliverables subject to allocation, or (2) purchase from other sources (without recourse to and by the CONSULTANT for the related costs and expenses) to replace all or part of the deliverables that are subject of the delay, which may be deducted from the Contract total, or (3) terminate the Contract in whole or in part.

24. FEDERAL REQUIREMENTS.

In the event the Contract is paid in whole or in part from any federal government agency or source, the following specific terms, regulations, and requirements governing the disbursement of these funds shall be specified in the contract. To the extent of any conflict, the following terms, regulations, and requirements shall take precedence.

CONSULTANT is required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the FEMA Public Assistance Program and Policy Guide(PAPPG).

This contract is subject to change based on guidance from the Federal funding source.

Equal Employment Opportunity

A. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. §60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 112246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶.

B. Key Definitions.
   1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. §60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract loan, insurance, or guarantee under which the applicant itself participates in the construction work.
   2) Construction Work. The regulation at 41 C.F.R. §60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
   3) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
   4) The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

      "During the performance of this contract, the CONSULTANT agrees as follows:

      a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting for the provisions of this nondiscrimination clause.

b) The CONSULTANT will, in all solicitations or advertisement for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

d) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The CONSULTANT will furnish all information and reports required by Executive 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

g) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBCONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

A. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

B. Where applicable (see 40 U.S.C. §3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part1. See 2 C.F.R. Part 200, Appendix II, ¶.

C. Under 40 U.S.C. §3702, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

D. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. The regulation at 29 C.F.R. §5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

1) Overtime requirements. No CONSULTANT or SUBCONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permitany such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for

all hours worked in excess of forty hours in such workweek.

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

Subcontracts. The CONSULTANT or SUBCONSULTANT shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the SUBCONSULTANTs to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any SUBCONSULTANT or lower tier SUBCONSULTANT with the clauses set forth in paragraphs (1) through 94) of this section.

Rights to Inventions Made Under a Contract or Agreement

For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the CONSULTANT, SUBCONSULTANT, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of $150,000 must contain a provision that requires the CONSULTANT to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶G.

A. Clean Air Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
   2) The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.
B. Federal Water Pollution Control Act.
   1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
   2) The CONSULTANT agrees to report each violation to the CITY of Longboat Key and understands and agrees that the CITY of Longboat Key will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
   3) The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Emergency ManagementAgency.

Procurement of Recovered Materials

A. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contracts must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation

and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶7.

B. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Act at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
   1) In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot beacquired-
      a) Competitively within a timeframe providing for compliance with the contract performanceschedule;
      b) Meeting contract performance requirements; or
      c) At a reasonable price.
   2) Information about this requirement, along with the list of EPA-designate items, is available at the Environmental Protection Agency's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), andLabor Surplus Area Firms

A. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime CONSULTANT partakes in five "affirmative steps" designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
   1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
   3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
   4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

B. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided "Affidavit of Compliance with 2 CFR §200.321 Requirements". The affidavit shall be notarized for this bid to be responsive.

C. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
   1) Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women's business enterprises;
   2) Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women's media that target small and minority businesses and women's business enterprises.
   3) Documentation of sources used to identify potential small and minority businesses and women's business enterprises. A suggestion would be searching through the SBA's Dynamic Small Business directory at the following internet address: http://dsbs.sba.gov to search for registered minority and small businesses.

Default and Remedy

If the CONSULTANT materially defaults in its obligations under this contract and fails to cure the same within fifteen (15) days after the date the CONSULTANT receives written notice of the default from the CITY, then the CITY shall have the right to:

a. Immediately terminate this contract by delivering written notice to the CONSULTANT, and
b. Pursue any and all remedies available in law, equity, and under this contract.

Upon such termination, the CITY shall pay the CONSULTANT the full amount due and owing for all work performed through the date of contract termination.

Termination for Cause

This Contract may be terminated by the CITY, in whole or in part, at any time, due to the failure of the CONSULTANT to fulfill its obligations under this contract, subject to the cure period provided in (Default and Remedy), by delivering written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall:

a. Immediately discontinue all work and deliver to the CITY all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONSULTANT in performing the work under this contract, regardless of state of completion.
b. Unless in dispute, claim, or other remedy, the CONSULTANT shall be paid for work completed to the date of termination.

Termination for Convenience

The CITY, by written notice, may terminate this contract, in whole or in part, when it is in the CITY's best interest. If this contract is terminated, the CITY shall be liable only for goods or services delivered and accepted. The CITY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

Program Fraud and False or Fraudulent Statements or RelatedActs

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT or its principals (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R.§180.935).
B. The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it entersinto.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By submission of a proposal, Proposer affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subCONSULTANTs are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

Florida Convicted/Suspended/Discriminatory Complaints

By submission of a proposal, Proposer affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

25. **DRAFTING PARTY.** This Agreement shall not be construed against the party preparing it but shall be construed as if all parties hereto jointly prepared this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereto caused the execution of this document, the year and date first written above.

WITNESSES:

Signature

Print Name: Lisa Cortese

Signature

Print Name: Travis Jackson

CITY OF GROVELAND

Christine Coghill, Procurement Director

Date: 8/21/24

ATTEST:

Virginia Wright, City Cleark

WITNESSES:

Signature

Print Name: Anne Bryant

Signature

Print Name: Kyhara deGeneste

RAFTELIS FINANCIAL CONSULTANTS, INC.

Chad Cowan, Senior Manager

Date: 8/8/24

EXHIBIT A, SCOPE OF PROFESSIONAL SERVICES

CONSULTANT shall provide professional and/or consulting services for CITY projects on an as-needed basis. CONSULTANT shall be selected on a rotational basis, based upon discipline, unless such documentation provides valid reasoning as to a specific CONSULTANT being selected. When this occurs, CONSULTANT shall remain next in the rotation. These projects, for those disciplines that fall under the Consultant's Competitive Negotiation Act (CCNA), FS 287.055, no construction project may exceed $4,000,000 and no study may exceed $500,000. A Task Order will be issued by the CITY and the CONSULTANT shall provide an initial scope and fee, which will then be negotiated to final form. The scope and the cost shall be negotiated after the CONSULTANT has been engaged.

Vendor	Environmental Consulting	Geotechnical/ Hydrogeologic Services	Stormwater Consulting	Surveying, Mapping and GIS	Traffic/ Transportation Planning & Engineering	Water, Wastewater & Reclaimed Water Infrastructure	Landscape Architectural Professional Services	Planning & Community Development Professional Services	Architectural Services / Facilities & Asset Management	Public Works Services	Construction Management & Inspection and Structural Services	Mechanical Electrical & Plumbing (MEP)	Finance Services	State Revolving Fund Support
Bio-Tech Consulting, Inc.	X													
CivilSurv			X	X		X								
CPH, LLC.			X	X	X	X	X	X	X		X	X		
Data Management and Visual Insights (Data MVI)				X										
Florida Technical Consultants, LLC				X										
Geographic Technologies Group				X										
Hale Innovation, LLC			X		X	X		X					X	X
Halff Associates, Inc.	X	X	X	X	X	X	X			X	X		X	X
Kimley-Horn and Associates, Inc.	X	X*	X	X*	X	X	X	X	X	X	X	X		
KMF Architects							X	X	X		X	X		
Madrid CPWG	X	X	X		X	X	X							
McCree Design Builders, Inc.			X				X		X		X	X		
Nadic Engineering Services		X	X		X	X			X	X	X			
Raftelis Financial Consultants, Inc.													X	
SMW GeoSciences, inc.	X	X				X								
Southeastern Surveying and Mapping Corporation				X										
Surface Water Professionals	X	X	X											
The Lunz Group, Inc.	X	X	X	X			X	X	X		X	X		
Volkert, Inc.				X	X						X			
Woodard & Curran Inc.	X	X	X			X		X		X	X		X	X
WSP USA Environment & Infrastructure Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X	X
YBE Consulting, Inc	X													

	Rates		
Job Classification	Hourly Rate	Multiplier	Billable Rate
Executive Vice President			$400
Vice President			$360
Senior Manager			$320
Manager			$295
Senior Consultant			$250
Consultant			$220
Creative Director			$220
Associate			$185
Graphic Designer			$160
Analyst			$135
Administration			$100

Business Travel Expense Policy

Groveland
FLORIDA
City with Natural Charm™

Effective March 16, 2020

A. Purpose

The purpose of this Policy is to ensure the City of Groveland reimburses employees and council for reasonable business travel expenses incurred while on assignments away from the City.

B. Scope

This Policy shall apply to business travel expenses incurred for which reimbursement is requested by employees and council.

C. Definitions

Council Member: An elected official of the City of Groveland representing the residents. This will also include the Mayor and Vice Mayor for the purpose of this policy.

Employee: An individual employed by the City of Groveland drawing a salary or wages, whether elected or not, and any non-compensated individual performing personal services for such a governmental body.

Incidental Expenses: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Per Diem: An allowance for each day for the purchase of meals and incidental items arising from business travel.

D. Responsibilities

The employee or council member who is traveling is responsible for providing the details of his/her travel plans and receiving any necessary preauthorization approvals and complying with all the policy guidelines and requirements. The employee or council member is responsible for identifying and utilizing the most responsible and efficient means when traveling for City business.

E. Eligible Expenses

The following are types of expenses which are eligible for reimbursement per the policy.

1. *Registrations*

The cost associated with registering for training/conference.

2. *Transportation*

Employees are encouraged to utilize the most efficient means for travel to and from the destination and shall consult with their department director. This could include:

1. Use a City vehicle purchased for employee travel; or

2. Use a City vehicle already permanently assigned to them; or
3. Use of a personal vehicle; or
4. Use of a rental car; or
5. Use of air transportation; or
6. Use of rail transportation.

Mileage - Employees using their privately owned vehicle for official authorized City business shall be reimbursed for such use at the IRS Standard Mileage Rate. This rate shall be adjusted annually on January 1st in accordance with the IRS Standard Mileage Rate. This rate applies for both in and out-of-county travel. The 2020 IRS standard mileage rate is $0.575 per mile.

Internet mapping (via Google Maps) should be submitted to document the estimated mileage and may also be used for documentation of the actual mileage. The employee may submit actual mileage should estimate vary from the actual. Mileage will be based on distance from employee's normal workplace or from their home, whichever is closer to their final travel destination only. https://www.google.com/maps

Employees are eligible to receive mileage reimbursement for in and out of City mileage incurred. Department Directors may receive mileage reimbursement as long as the destination is 10 miles or greater from their work location.

Rental Car: Standard rental car is covered if it is required/cost effective. Documentation showing airfare quotes, rental car quotes and mileage and other estimated expenses required with travel forms. Preauthorization is required. Standard rental car is considered to be $35 a day rental or mid-sized rental car (or equivalent size). If a group is traveling together, a larger rental car may be appropriate and can be authorized by a Department Director or City Manager.

Parking: Standard parking only {Valet parking is considered an upgrade and would only be covered if no other parking is available)

Tolls: (this should be noted on Internet mapping)

Taxi/Rideshare:

- Transportation from the airport to the hotel.
- If the conference is more than .5 miles {10-minute walk) distance from the hotel, the city authorizes one taxi/rideshare to and from the hotel to the conference daily provided there is no free shuttle available from the hotel. All exceptions must be then approved bythe City Manager, when necessary.
- If the conference has a function that is offsite, documentation for the function must be included in order to be covered.

- Tips related to taxi/rideshares are limited to 10% of the fare.

Airfare: Base airfare is covered and a maximum of one checked bag. Seat selection is allowed. *Travel insurance if preauthorized by the Finance Director and City Manager with documentation to show just cause.*

3. Lodging

The City will cover the full cost of lodging for:

- Standard Room Charge (no hotel upgrades)
- Air B&B, Lifekey, etc. (standardaccommodation)

Lodging is expected to be reasonable based on the travel location and length of stay.

4. Meals

Meals are paid at the standard IRS/GSA per diem rate. The rates are based on the Orlando identified location and updated per the IRS/GSA per diem rate for that identified area and will be updated per the IRS/GSA website. www.gsa.gov/portal/category/100120. If the individual is traveling to a location with a higher IRS/GSA per diem rate as indicated by the above website, the City Manager is allowed to authorize the higher per diem rate.

The 2020 rate for the Orlando region is as follows:

Description	Amount
Meals & Incidentals Total (per day)	$66.00
First & Last day of Travel	$49.50
Breakfast	$16.00
Lunch	$17.00
Dinner	$28.00
Incidental Expenses	$ 5.00

The use of the individual reimbursement amounts is listed for when travel does not require an overnight stay. Per Diem will only be paid out for a maximum of 14 days of travel. If travel is longer than 14 days, costs of meals and incidentals will have to be verified for any additional reimbursement and may not exceed the per meal rate. If additional reimbursement will be requested, receipts of all meals and incidentals will be required for the entire length of the trip and costs will be verified so that expenses do not exceed the allowed meal costs.

Incidental Expenses are only paid as part of per diem for travel which results in overnight stays.

F. Ineligible Expenses

Any of the expenses not listed in section E would be considered ineligible expenses. The below list is not to be considered the only ineligible expenses. Some examples are included below for a reference.

- Hotel upgrades
- Personal room charges
- Alcoholic beverages
- Meals, food and other drinks, etc. when per diem has been issued.
- Personal care items
- Sales tax for in state travel
- Costs related to spouses, children or other non-employees of the City
- Airfare - priority boarding or upgrades in class to business/ first class

G. Approvals

Department Directors approve travel for all employees within their department and the City Manager approves Department Head and City Council travel. Finance Director will review and approve reimbursements to the City Manager.

Department Directors are responsible for managing the business travel expenses for their department in relation to their budgets. If anticipated travel costs will exceed the department budget related to travel, the travel will have to be approved by the Finance Director and City Manager.

H. Travel Reimbursement

When travel is completed, employees and council members must submit completed travel expense reports within five business days. Complete a travel expense report with required approvals and sent to the Finance Department for reimbursement. Reports must be accompanied by receipts for all individual expenses requesting reimbursement exclusive of use of per diem. Examples of receipts needed would include lodging, rental cars, air fare, taxis, parking, etc... Meals will not require receipts unless requesting reimbursement over the maximum number of days per diem is provided.

Please also refer to the Credit Card policy if the City issued credit card was used for any of the expenses while traveling.

I. Personal Time & Travel Guests

Employees and council members on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with the successful completion of business objectives. Generally, employees are permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from

such nonbusiness travel or companions are the responsibility of the employee/council member and are not to be charged to a City credit card or be reimbursed.

J. Abuse of Policy

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

K. Authority

Approved and adopted by the Groveland City Council by Resolution Number 2020-17 on March 16, 2020.

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Chad Cowan (Role) of Raftelis Financial Consulting (Company).

3. Raftelis Financial Consulting (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, Chad Cowan, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Raftelis Financial Consulting
Company Name

Authorized Signatory

Chad Cowan
Printed Name

Senior Manager
Title

8/8/24
Date

Agenda Item Report

Subject:	Consideration and approval of renewal of agreements with the Town's Lobbyist and Consulting Firms - Town Manager Lynch RESOLUTION NO: 2025-061 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE THIRD AMENDMENTS TO THE TOWN'S LOBBYIST AND CONSULTING CONTRACTS WITH TIDEWATER CONSULTING, CAS GOVERNMENTAL SERVICES, CAPITAL HILL CONSULTANTS, AND HELMICH CONSULTING, ATTACHED HERETO AS EXHIBITS A-D, RESPECTIVELY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution 2025-061
Third Amendment (Tidewater Consulting)
Third Amendment (Capital Hills Consultants)
Third Amendment (Helmich Consulting)
Third Amendment (CAS Governmental Services)

RESOLUTION NO. 2025-061

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE THIRD AMENDMENTS TO THE TOWN'S LOBBYIST AND CONSULTING CONTRACTS WITH TIDEWATER CONSULTING, CAS GOVERNMENTAL SERVICES, CAPITAL HILL CONSULTANTS, AND HELMICH CONSULTING, ATTACHED HERETO AS EXHIBITS A-D, RESPECTIVELY; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has lobbyist or consulting agreements with Tidewater Consulting, CAS Governmental Services, Capital Hill Consultants, and Helmich Consultings (collectively, the "Agreements"); and

WHEREAS, the Agreements, as amended, each expire on September 30, 2025; and

WHEREAS, the Town's professional staff has recommended exercising a third renewal term for each of the Agreements; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, deems it to be in the best interests of the citizens and residents of the Town to enter into the Third Amendment with each lobbyist or consulting firm and extending the term of the Agreements through September 30, 2026.

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

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

Section 2. The Town Commission of the Town of Pembroke Park, Florida, hereby approves the third amendments to the Town's lobbyist of consulting agreements

with Tidewater Consulting, CAS Governmental Services, Capital Hill Consultants, and Helmich Consulting, attached hereto as Exhibits A-D.

Section 3. The proper Town Officials of the Town of Pembroke Park are hereby authorized and directed to execute the Agreement.

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

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

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

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

THIRD AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND TIDEWATER CONSULTING, INC.

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____, 2025, is entered into by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),
>
> and
>
> **TIDEWATER CONSULTING,** a for profit corporation, located 115 E. Park Avenue, Unit 1, Tallahassee, FL 32301, hereinafter "Consultant or Tidewater."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on October 4, 2022, for the Consultant to provide the Town with certain services, including but not limited to, legislative consulting, lobbing, and monitoring services, referred to herein as the "Original Agreement;" and

WHEREAS, on or about October 11, 2023, the Parties enter into the First Amendment to the Original Agreement, providing for a one-year extension of the Original Agreement through September 30, 2024; and

WHEREAS, on or about September 11, 2024, the Parties entered into the Second Amendment to the Original Agreement, thereby implementing the second of three (3) one-year renewal terms through September 30, 2025; and

WHEREAS, the Parties now seek to enter into the third of three (3) renewal terms, commencing on October 1, 2025 and terminating on September 30, 2026; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the third renewal in the Original Agreement. The third renewal term of the Original Agreement shall commence on October 1, 2025 and shall expire on September 30, 2026.

SECTION 3. **Scrutinized Companies**. Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

_____ By: _____
Geoffrey Jacobs, Mayor

_____
(witness print name)

_____ By: _____
David Lynch, Town Manager

_____
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Consultant
Tidewater Consulting , Inc.

Witnesses:

_____ By: _____
_____ Name:_____
(witness print name) Title:_____
_____
_____
(witness print name)
(CORPORATE SEAL) ___ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by _____ of _____ , a State of _____ corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

THIRD AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CAPITAL HILLS CONSULTANTS, INC.

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____, 2025, is entered into by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),
>
> and
>
> **THE CAPITAL HILLS CONSULTANTS, INC.,** a for profit corporation, located at 3400 NE 13th Terrace, Pompano Beach, FL, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties."

WHEREAS, the Parties entered into an agreement on September 14, 2022, for the Consultant to provide the Town with lobbying, consulting, and monitoring services before the Florida Legislature and the Broward County Legislative Delegation, and its committees for various legislative issues, referred to herein as the "Original Agreement;" and

WHEREAS, the Original Agreement, expired on September 30, 2023, but provided for three (3), one (1) year renewals upon agreement of the Parties; and

WHEREAS, on or about September 11, 2024, the Parties entered into the Second Amendment to the Original Agreement, thereby implementing the second of three (3) one-year renewal terms through September 30, 2025; and

WHEREAS, the Parties now seek to enter into the third of three (3) renewal terms, commencing on October 1, 2025 and terminating on September 30, 2026; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire to exercise the second renewal term set forth in the Original Agreement, and

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the third renewal of three renewal terms set forth in the Original Agreement. The Original Agreement is hereby extended for one (1) additional year and shall now expire on September 30, 2026.

SECTION 3. Compensation. The Original Agreement provides for annual compensation in the amount of $54,000, payable in monthly installments of $4,500. Effective immediately, the monthly compensation set forth in the Original Agreement shall be increased by ten percent (10%), payable in the same installments and manner set forth in the Original Agreement (the annual compensation shall be $59,400, payable in monthly installments of $4,950).

SECTION 4. **Scrutinized Companies**. Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies

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

> Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
>
> One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
>
> > Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or
> >
> > Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Third Amendment
The Capital Hills Consulting Agreement

Witnesses:

_____ By: _____
_____ Geoffrey Jacobs, Mayor
(witness print name)

_____ By: _____
_____ David Lynch, Town Manager
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Consultant
CAPITAL HILLS CONSULTANTS, INC.
Witnesses:

_____ By: _____
_____ Name:_____
(witness print name) Title:_____
_____
_____
(witness print name)

(CORPORATE SEAL) ___ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by _____ of _____ , a State of _____ corporation, on behalf of the corporation.

_____
Notary Signature

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

THIRD AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND HELMICH CONSULTING, INC..

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____, 2025, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),

and

HELMICH CONSULTING, a for profit corporation, located 303 Johns Drive, Tallahassee, FL 32301, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties."

WHEREAS, the Parties entered into an agreement on October 12, 2022, for the Consultant to provide the Town with, including but not limited to, public relations, legislative consulting, lobbing and monitoring services, referred to herein as the "Original Agreement;" and

WHEREAS, the Original Agreement, expired on September 30, 2023, provides for three (3), one (1) year renewals upon agreement of the Parties, and,

WHEREAS, on October 11, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term of the agreement through September 30, 2024; and

WHEREAS, on or about September 11, 2024, the Parties entered into the Second Amendment to the Original Agreement, thereby implementing the second of three (3) one-year renewal terms through September 30, 2025; and

WHEREAS, the Parties now seek to enter into the third of three (3) renewal terms, commencing on October 1, 2025 and terminating on September 30, 2026; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Parties agree that all remaining paragraphs of the Original Agreement, as amended, shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree to exercise the third of three (3) renewal terms of the Original Agreement. The Original Agreement is hereby extended for an additional year and shall expire on September 30, 2026. All additional renewals shall be exercised upon mutual written consent of the Parties.

SECTION 3. **Scrutinized Companies**. Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

_____ By: _____
Geoffrey Jacobs, Mayor

_____
(witness print name)

_____ By: _____
David Lynch, Town Manager

_____
(witness print name)

ATTEST:

_____
Municipal Clerk

Third Amendment
Helmich Consulting

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Consultant
Helmich Consulting, Inc.

Witnesses:

_____ By: _____
_____ Name:_____
(witness print name) Title:_____

_____
_____
(witness print name)
(CORPORATE SEAL) ___ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by _____ of _____ , a State of _____ corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

THIRD AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CAS GOVERNMENTAL SERVICES, LLC.

THIS THIRD AMENDMENT ("Amendment"), dated this ____ day of _____, 2025, is entered into by and between:

> **TOWN OF PEMBROKE PARK**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town"),
>
> and
>
> **CAS GOVERNMENTAL SERVICES, LLC,** a for profit corporation, located at 36910 3rd Street, PO Box 35, Canal Point, FL 33438, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 16, 2022, for the Consultant to provide the Town with, including but not limited to preparation of legislative priorities and designated legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, on October 11, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby extending the term for one (1) additional year; and

WHEREAS, on or about September 11, 2024, the Parties entered into the Second Amendment to the Original Agreement, thereby extending the term for one (1) additional year; and

WHEREAS, the Parties now seek to enter into a third renewal terms commencing on October 1, 2025 and terminating on September 30, 2026; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire define a term, extend, and amend the Original Agreement; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree that the Original Agreement was for a term of one (1) year, as amended; and the initial term is not further extended for an additional year. The renewal term shall now expire on September 30, 2026. The Original Agreement, as amended, may be renewed annually upon written mutual consent of the Parties.

SECTION 3. **Scrutinized Companies**. Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

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

Is engaged in business operations in Syria.

In accordance with Sec. 287.135, F.S., a violation of this provision may result in the immediate termination of this Agreement by the Town.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment or the Original Agreement, the Parties agree the terms and provisions contained in this Third Amendment shall control to the extent of any such conflict or ambiguity, followed by the Second Amendment and the First Amendment. Except as otherwise amended herein, the Original Agreement, as amended, shall remain in full force and effect.

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

Witnesses:

_____ By: _____
_____ Geoffrey Jacobs, Mayor
(witness print name)

_____ By: _____
_____ David Lynch, Town Manager
(witness print name)

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Jacob G. Horowitz, Town Attorney

Consultant
CAS Governmental Services, LLC.

Witnesses:

_____ By: _____
_____ Name:_____
(witness print name) Title:_____
_____
_____
(witness print name)
(CORPORATE SEAL) ___ day of _____, 20__.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by _____ of _____ , a State of _____ corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

_____ Personally Known OR

_____ Produced Identification

_____
Type of Identification Produced

Agenda Item Report

Subject:	Consideration and approval of waiver of fees in the Building Department - Town Manager Lynch RESOLUTION NO.: 2025-062 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town Commission will consider adopting a resolution establishing a policy for the waiver of Building Department fees, with a cap of $5,000 per business. This initiative stems from recent instances where certain businesses were granted fee waivers to support their continued presence in the Town. The resolution aims to formalize the process, ensure consistency, and promote economic retention and development.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No.: 2025-062

RESOLUTION NO. 2025-062

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHNG A FEE WAIVER POLICY FOR CERTAIN BUILDING DEPARTMENT FEES; DELEGATING CERTAIN AUTHORITY TO THE TOWN MANAGER; PROVIDING FOR LIMITATIONS; PROVIDING FOR REPORTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park has the authority to establish and regulate fees charged by the Town's Building Department; and

WHEREAS, the failure of individuals and businesses to pay certain fees may result in the imposition of late fees and other penalties; and

WHEREAS, from time to time, circumstances may arise in which strict application of such fees creates an undue hardship to residents or businesses in the Town; and

WHEREAS, late fees and similar penalties may have negative impacts on economic development efforts in the Town; and

WHEREAS, the Town Commission finds that the waiver of late fees, in certain circumstances, services a valid public and municipal purpose; and

WHEREAS, the Town Commission seeks to establish a policy whereby the Town Manager has the delegated authority to waive certain Building Department fees in order to promote economic development, and improve administrative efficiency which preserving Commission oversight of the Building Department; and

WHEREAS, the Commission seeks to limit the Town Manager's delegated authority to waive fees up to maximum of $5,000 per individual or business in the Town; and

WHEREAS, the Town Commission finds that establishing a fee waiver policy and delegating such authority to the Town Manager, up to $5,000, is in the best interests of the citizens, residents and businesses of the Town of Pembroke Park.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Delegation of Authority. The Town Commission hereby delegates to the Town Manager the authority to waive Building Department late fees, in whole or in part, up to an aggregate amount not to exceed $5,000.00 per individual or business applicant.

Section 3. Limitation.

A) The Town Manager's delegated authority to waive fees shall only apply to fees imposed by the Building Department and shall not extend to impact fees, fees imposed pursuant to the Florida Building Code, fees established pursuant to an interlocal agreement or any other fees established by state law.

B) Any fee waiver in excess of $5,000 must be approved by the Town Commission.

C) The Town Manager exercise this delegated authority only were a waiver is determined to be in the public interest, to alleviate undue hardship, or to promote economic development, public safety, or community benefit.

Section 4. Reporting. The Town Manager shall provide a written report to the Town Commission, no less than quarterly, summarizing all fee waivers granted pursuant to this resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Motion to Approve holding the Town's 2025 Holiday Party at Gigi's Restaurant and authorizing payment in an amount not to exceed $7,500.00.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Mark Pakula, Information Technology Director
Dept/Group:	IT
Recommendation for Counsel to consider:	
Background Information:	The Town Commission is being asked to approve Gigi's Restaurant as the selected venue for the 2025 Town Holiday Party. This motion includes authorization for the associated expenses, with a total cost not to exceed $7,500.00, which will cover venue rental, catering, and related event costs. This recommendation follows a review of multiple venue options, including: • GG on the Waterfront – $6,800.00 • Tropical Acres – $4,500.00 • Tastebuds Catering – $14,042.40 Gigi's Restaurant was selected based on a combination of cost, location, amenities, and overall value for the event.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

GG Holiday Party

City of Pembroke Park Luncheon

Friday, December 5, 2025

BANQUET EVENT ORDER

ACCOUNT: TOWN OF PEMBROKE PARK
CONTACT: Mark Pakula
PHONE: 954-701-4345
ADDRESS:
EMAIL: mpakula@tppfl.gov
AREA: Private Event Room

EVENT MANAGER: Justine Gall
EMAIL: events@wecarehospitalityfla.com
PHONE: 954-929-7030
START TIME: 12:00 PM **- END TIME:** 3:00 PM
GUEST: 95

Name	Date	Time	Areas	Guests	Gtd
City of Pembroke Park Luncheon	12/5/2025	12:00 pm – 3:00 pm	Private Event Room	95	

SPECIAL INSTRUCTION

TAX EXEMPT
BUFFET SERVICE
POW! POW! SHRIMP served family style on table - at 12:30PM/ when guests start arriving
1 table of 10 in back by buffet for commissioners with RESERVED sign on it

SETUP

1 table of 10

FOOD

		Price	Total
95	**LUNCH/BRUNCH MENU - BUFFET (12.50$ per person for service charge)**		

STARTER

POW! POW! SHRIMP | sweet & spicy chili sauce, Asian slaw

SALAD - BUFFET

BABY GREENS | hearts of palm, orange, pepitas, feta, carrot, radish, orange-thyme vinaigrette

CAESAR SALAD | romaine hearts, parmigiano-reggiano, garlic-herb croutons

ENTREES - BUFFET

CARVING STATION

SALMON

ROASTED AIRLINE CHICKEN

CHEESE RAVIOLI IN CREAM SAUCE

WHIPPED POTATO

BROCOLLI & CARROTS

HAPPY FRIED RICE

DESSERT

KEY LIME PIE | white chocolate macadamia crust, strawberry sauce, mango, white chocolate whipped ganache

BANANAS FOSTER BREAD PUDDING| brioche, milk chocolate, rum butterscotch, candied walnuts, brûléed banana

SODA, ICED TEA, COLOMBIAN COFFEE, AND HOT TEA INCLUDED

BEVERAGES

		Price	Total
	DRY EVENT		

A/V and OTHER ITEMS

		Price	Total
40	**VALET |** $6 PER VEHICLE - **HOST PRE PAY**	$6.00	$240.00

BILLING

			Total
Misc			$240.00
Subtotal			$240.00
Service Fee - WORKED INTO COST PER PERSON - $14 per person added for gratuities/service fee			$0.00
Grand Total			$7,040.00
Deposit		Unpaid	$2,000.00
Estimated Amount Due			**$7,040.00**
Food & Beverage Minimum	$6,800.00 Total -$0.00 Met		$6,800.00

Client Signature

Agenda Item Report

Subject:	Motion to Authorize the Town Manager to coordinate the demolition of the Parks' Buildings in Raymond P. Oglesby Preserve Park and Patrick Behan Park - Mayor Jacobs
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Geoffrey Jacobs, Commissioner
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	This motion authorizes the Town Manager to initiate the process for the demolition of the existing structures at Raymond P. Oglesby Preserve Park and Patrick Behan Park. Prior to any demolition work taking place, the project must be issued for procurement in accordance with the Town's procurement policies and applicable state regulations. This ensures transparency, competitive bidding, and compliance with all legal requirements. No demolition activities shall commence until the procurement process has been completed and a qualified contractor has been selected.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Consideration and Approval of donation to the Jason Dwayne Campbell Foundation, Inc. - Acting Clerk Commissioner Morrissette RESOLUTION NO.: 2025-063 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE, FLORIDA, AUTHORIZING A ONE THOUSAND DOLLAR ($1,000.00) DONATION TO THE JASON DWAYNE CAMPBELL FOUNDATION, INC., AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	Erik Morrissette, Vice Mayor
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Jason Dwayne Campbell Foundation, Inc. is a nonprofit organization dedicated to ending gun violence, empowering mothers, and educating youth. The Foundation will be officially launched at its inaugural gala on October 4, 2025. In recognition of its community-focused mission and to show the Town's support, Acting Clerk Commissioner Morrisette is requesting that the Town Council approve a donation of $1,000.00 to the Foundation.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

RESOLUTION 2025-063

RESOLUTION NO. 2025-063

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE, FLORIDA, AUTHORIZING A ONE THOUSAND DOLLAR ($1,000.00) DONATION TO THE JASON DWAYNE CAMPBELL FOUNDATION, INC., AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Jason Dwayne Campbell Foundation, Inc. is a nonprofit organization dedicated to serving the community and will be officially launched at its inaugural gala on October 4, 2025; and

WHEREAS, the Town Commission of the Town of Pembroke Park recognizes the importance of supporting organizations that contribute to the improvement of the community; and

WHEREAS, the Town Commission desires to provide a one-thousand-dollar ($1,000.00) donation to the Jason Dwayne Campbell Foundation, Inc., in support of its mission and activities.

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

Section 1. The Town Commission hereby approves and authorizes a donation in the amount of one-thousand-dollar ($1,000.00) to the Jason Dwayne Campbell Foundation, Inc.

Section 2. The Town Manager and Finance Department are authorized to process payment of the donation from the appropriate budgeted fund.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29TH day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Motion to approve contract with Artistic Holiday Designs for a lighting display for a price not to exceed $97,000.00 - Town Manager Lynch
Meeting Date:	Regular Commission Meeting - September 29, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

AHD_Pembroke_Park_FL_2025_v1

Artistic
Holiday Designs

PEMBROKE PARK, FL
2025 HOLIDAY DECOR AND LIGHTING



Leblanc illuminations
AUTHORISED DISTRIBUTOR



Overview Map with Holiday Themes

Artistic Holiday Designs

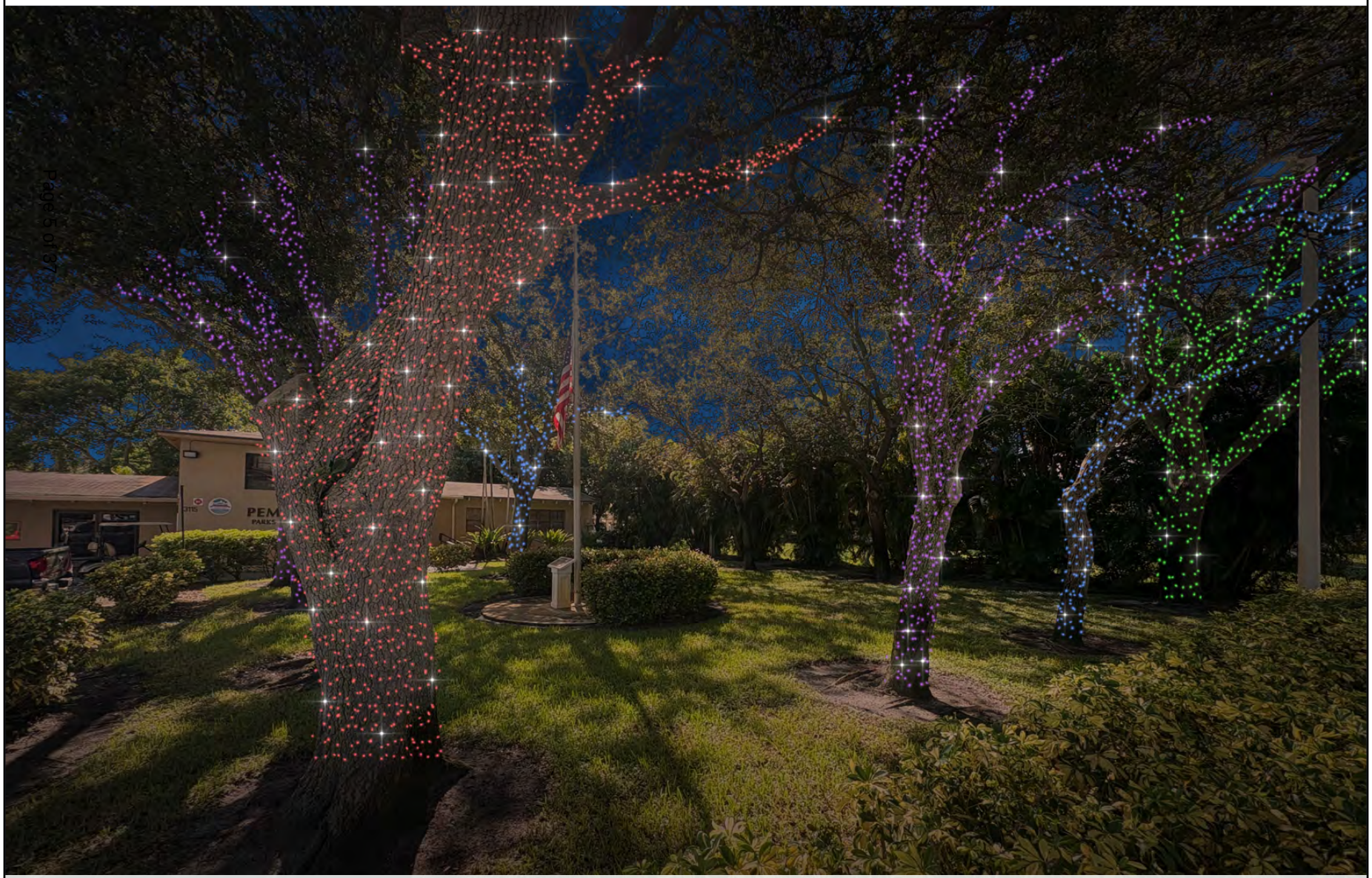
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Overview Map with Décor

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Pre-Entry Tree Lighting

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Pre-Entry Area

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Entrance Area - Happy Holidays - **201662 Double Cone Trees (warm/warm) qty 3, 408492 Double Cone Trees (warm/pure) qty 2, 412260 / 414015 Happy Tree**

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Holiday Designs

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Entrance Area - Happy Holidays - **201662 Double Cone Trees (warm/warm) qty 3, 408492 Double Cone Trees (warm/pure) qty 2, 203323 2D Gold Two Ornament Display qty 2, 203309 2D Warm Giftbox with Ornament Display, 203321 2D Gold Ornament with Spangles, 412754 Garland Frame**

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Entrance Area - Happy Holidays - 203428 Carousel

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Right Side - Candy Lane - **412121 Walk Thru Cake, 4135612D Sugar Spiral, 412649 Sitting Gingerbread Man**

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Right Side - Candy Lane - **413561 2D Sugar Spiral, 4121343D Red Swirl Candy, 412126 3D Candy Apple Display qty 4, 202057 2D/3D Gingerbread Man qty 4, Spritzers**

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Right Side - Candy Lane - **203186 Red Sit in Ornament, 203582 Vintage Arch Red**

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Right Side - Candy Lane - 413563 2D Cupcake, 414283 2D/3D Ornament (Red), 203271 3D Gingerbread Cookie, 203175 Gingerbread House, 413564 2D Sugar Trees, 412135 3D Pink Swirl Candy, 413561 2D Sugar Spiral, Drip Tubes

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Right Side - Candy Lane - 413562 2D Pink Sugar Tree, 409217 3D Big Teddy, 413564 2D Sugar Trees, 412122 Walk Thru Cupcake, 412135 3D Pink Swirl Candy

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Right Side - Candy Lane - 412135 3D Pink Swirl Candy, 414234 3D Yellow Lollipop, 412133 Sugar Tree, 413561 2D Sugar Spiral, 412125 3D French Macarons Display, 414233 3D Candies

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Right Side - Candy Lane - 414233 3D Candies

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Left Side - Tree Farm - **203188 Snowflake Tree, 409465 Manon Tree - blue ornaments, 203132 Silver Willow Tree 4 panels, 201843 Tadd Tree**

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Left Side - Tree Farm/Frozen - **203132 Silver Willow Tree 4 panels, 409231 2D/3D Radiant Silver Spangle Ornament, 408476 2D/3D Enchanted Pure Snowflake qty 4, 409534 2D/3D Enchanted Blue Ornament, Drip Tubes, Blue Spritzers**

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Left Side - Frozen - **202519 3D Seal, 202720 3D Blue Giftbox, 410748 Earth Letters, 202225 Pure White Ribbon Arch, 203275 Walk thru Snowball**

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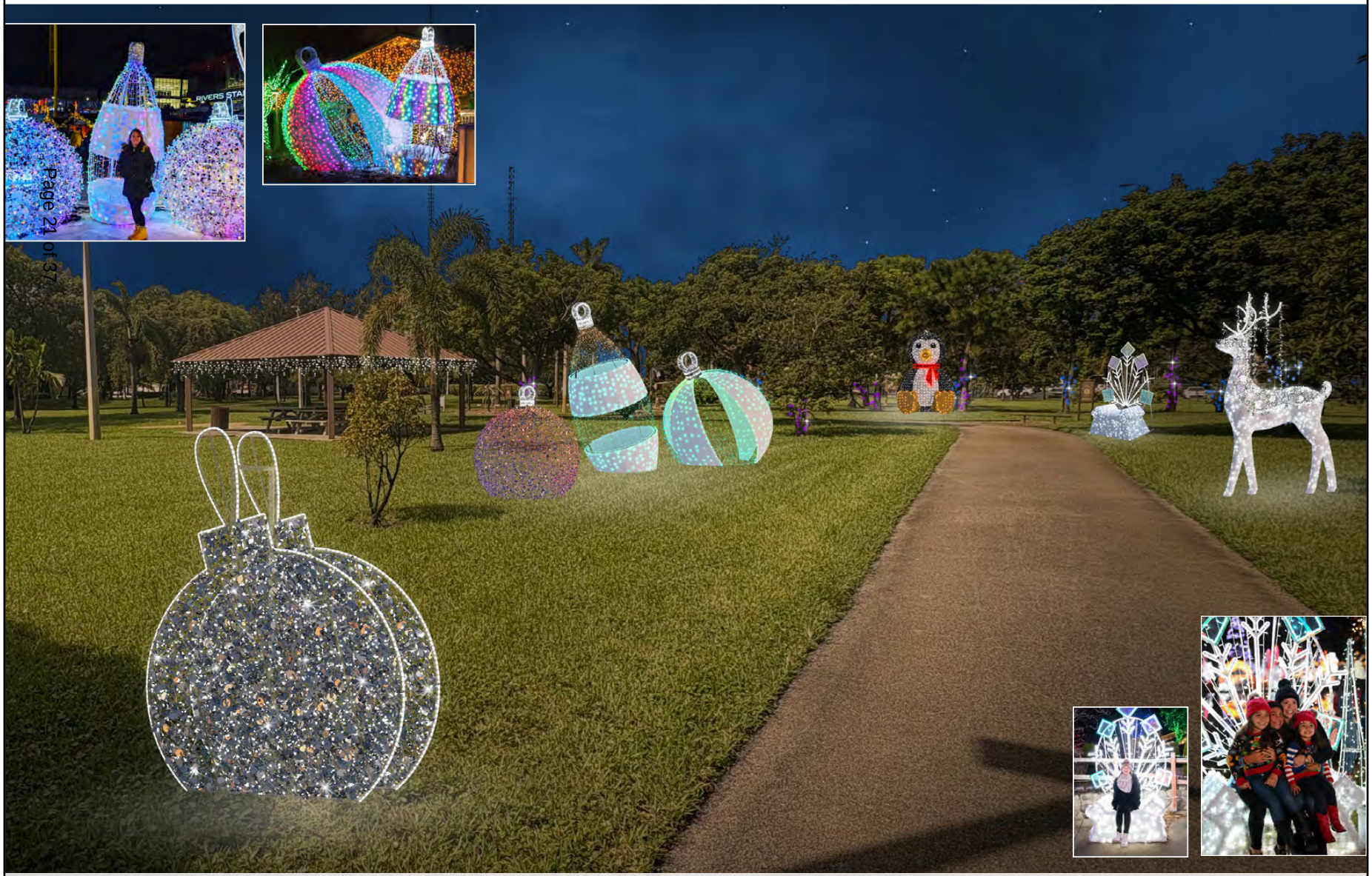
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Left Side - Frozen - **203275 Walk thru Snowball, 203489 2D Blue Two Ornament Display qty 2, 203487 2D Pure Ornament with Spangles, 409231 2D/3D Radiant Silver Spangle Ornament, 412637 Reindeer in White with Silver Spangles**

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Left Side - Frozen - 409231 2D/3D Radiant Silver Spangle Ornament, 412637 Reindeer in White with Silver Spangles, 203879 Infinity Ornament with Spangles, 203884 Infinity White Ornament, 203890 Infinity Deco White Ornament, 202631 Elsa Throne, 412381 3D Penguin, Icicle Lights

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Left Side - Frozen - **412381 3D Penguin**

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Left Side - Frozen - **409326 Majestic Snowflake White, 203308 Animated Giftbox Ribbon, 412973 3D Reflective Starbust**

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Left Side - Frozen - 411500 Cocoa Mug, 202704 3D North Pole Sign

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Ryan Park - North Pole - **202704 3D North Pole Sign, 412760 2D Silly Elf Giftbox, 204632 Toy Race Car - Voiture de Course, 204650 Candy Cane Sleigh - Luge des Lutins, 202054 2D/3D Santa, Icicle Lights**

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Ryan Park - North Pole - **409254 3D Small Red Giftbox, 201744 Letters to Santa Box, 202709 3D Snowman, 901092 3D Star Arch Walk thru - Warm White, Red and Green Meteors**

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Middle - Enchanted Forest - **415302 Louise Suspension, 203394 Anthea Arch, 203135 Enchanted Arch (set of 2 for full arch) qty 3**

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Middle - Enchanted Forest - **415302 Louise Suspensions, 409719 Lotus Flower - Spangles & Gold Base qty 2, 203436 Willow Reindeer, 410888 Willow Garden Flower**

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Middle - Enchanted Forest - **203436 Willow Reindeer, 410888 Willow Garden Flower qty 2, 412829 Chandelier / Lustre plume, NDI054 Lanterns**

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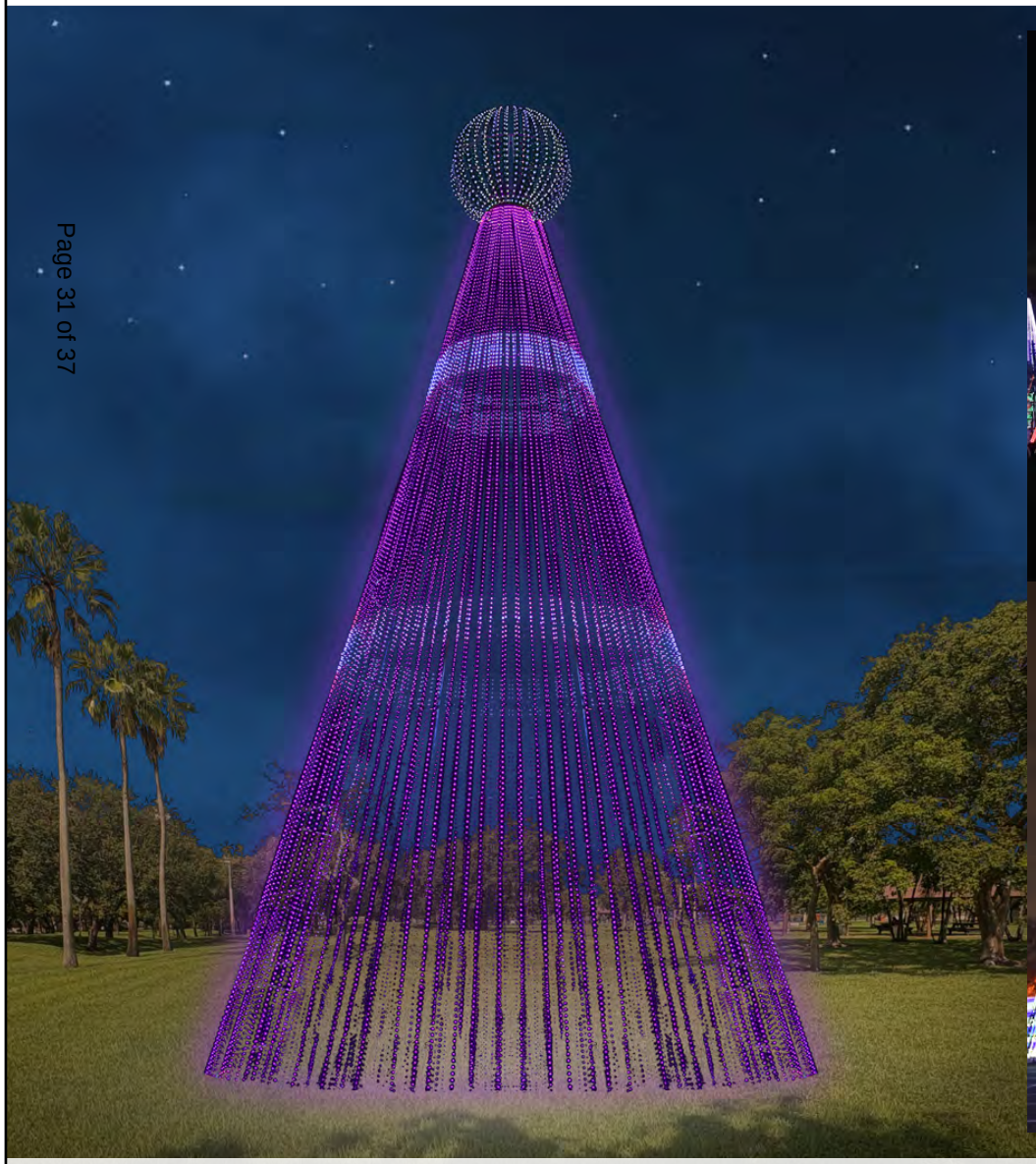
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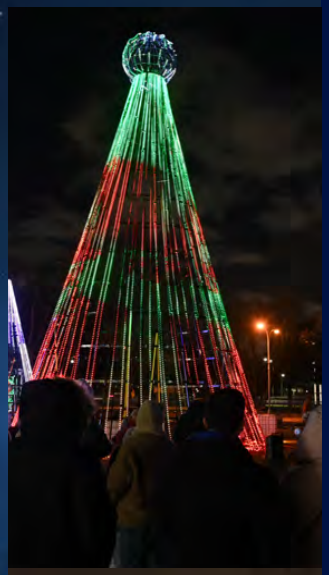


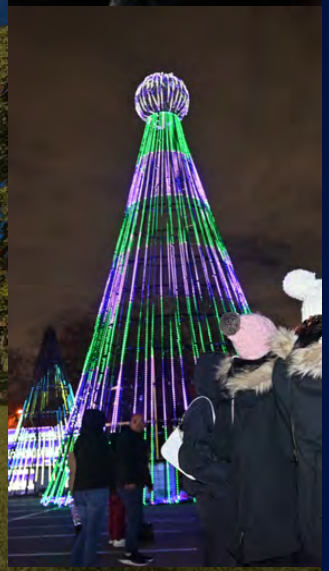
Middle - Enchanted Forest - 202653 Theater of Lights, NDI054 Lanterns, 412636 Reindeer in Gold with Gold Spangles

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Middle - Light Show - **58 ft. Mega Tree with Topper. Customizable Music and Programmed Light Show.**

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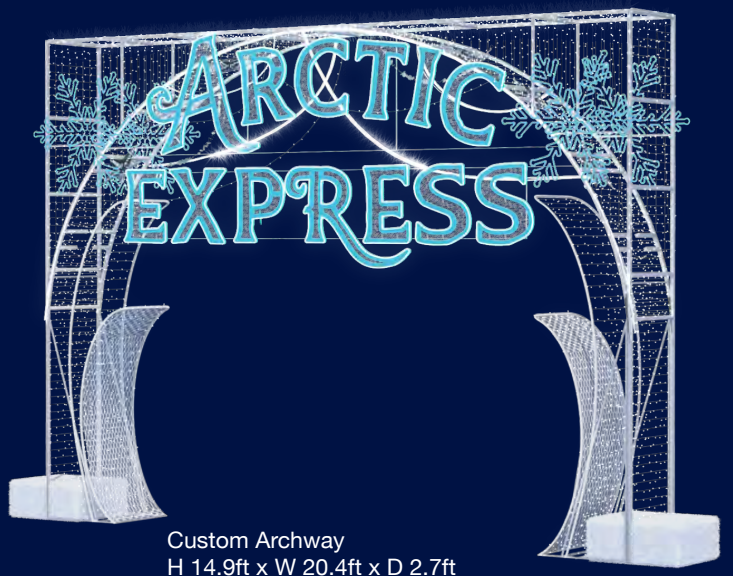
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Customized with
Pembroke Park or logo



Custom Sign
Approximate Sizes: L: 44.95ft H: 11.81ft D: 1.64ft





Custom Archway
H 14.9ft x W 20.4ft x D 2.7ft

Custom Large Sign or Walk-thru Concepts for Year 2

add lettering for Pembroke Park or possible logo

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Custom Large Sign Examples

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HAPPY HOLIDAYS

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
201708	2D Animated Pandora Flake - 7.5ft	H 7.54ft x W 6.56ft	$2,412.40	3	$7,237.20	$482.48	$1,447.44
201662	Double Cone (warm/warm)	H 32.80ft x W 13.12ft x D 13.12ft	$11,141.71	3	$33,425.13	$2,228.34	$6,685.03
408492	Double cone (warm/pure)	H 32.80ft x W 13.12ft x D 13.12ft	$11,141.71	2	$22,283.42	$2,228.34	$4,456.68
412260 / 414015	Happy Tree	H 19.68ft x W 9.8ft	$10,703.90	1	$10,703.90	$2,140.78	$2,140.78
203323	2D Gold Two Ornament Display - 5.74ft	H 5.74ft x W 11.48ft	$1,692.09	2	$3,384.18	$338.42	$676.84
203309	2D Warm Giftbox with Ornament Display - 8.2ft	H 8.2ft x W 11.48ft	$2,157.42	1	$2,157.42	$431.48	$431.48
203321	2D Gold Ornament with Spangles - 8.2ft	H 8.2ft x W 11.48ft	$2,033.92	1	$2,033.92	$406.78	$406.78
412754	Garland Frame	H 12ft x W 9.84ft x D 3.87ft	$13,218.98	1	$13,218.98	$2,643.80	$2,643.80
203428	Carousel	H 9.84ft x D 8.2ft	$26,793.03	1	$26,793.03	$5,358.61	$5,358.61

Subtotal	$24,247.44

CANDY LANE

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
412121	Walk Thru Cake	H 14.76ft x W 13.94ft x D 13.45ft	$58,750.06	1	$58,750.06	$11,750.01	$11,750.01
413561	2D Sugar Spiral	H 4.5ft x 6.5ft	$3,373.48	2	$6,746.96	$674.70	$1,349.39
412649	Sitting Gingerbread Man	H 6.56ft x W 5.9ft x D 6.88ft	$5,164.09	1	$5,164.09	$1,032.82	$1,032.82
412134	3D Red Swirl Candy - 7.05ft	H 7.05ft x W 7.54ft x D 7.54ft	$6,549.10	1	$6,549.10	$1,309.82	$1,309.82
413564	2D Sugar Trees	H 5.7ft x W 6.5ft	$4,187.77	2	$8,375.54	$837.55	$1,675.11
202057	2D/3D Gingerbread Man	H 9.84ft x W 8.2ft x D 2.62ft	$10,365.56	4	$41,462.24	$2,073.11	$8,292.45
412126	3D Candy Apple Display - 9.84ft	H 9.84ft x W 4.92ft x D 4.92ft	$11,425.62	4	$45,702.48	$2,285.12	$9,140.50
203582	Vintage Arch Red	H 4.59ft x W 6.5ft	$2,067.03	1	$2,067.03	$413.41	$413.41
203186	Red Sit in Ornament	H 14.76ft x W 14.76ft x D 13.28ft	$28,084.66	1	$28,084.66	$5,616.93	$5,616.93
413563	2D Cupcake	H 4.9ft x W 4.2ft	$3,215.61	1	$3,215.61	$643.12	$643.12
414283	2D/3D Ornament (Red)	H 11.48ft x W 9.8ft x D 3.28ft	$8,371.39	1	$8,371.39	$1,674.28	$1,674.28
413560	2D Red Sugar Tree	H 4.9ft x W 6.5ft	$3,722.46	2	$7,444.92	$744.49	$1,488.98
203271	3D Gingerbread Cookie - 6.88ft	H 6.88ft x W 8.2ft x D 2.62ft	$9,820.72	1	$9,820.72	$1,964.14	$1,964.14
203175	Gingerbread House	H 16.4ft x W 19.68ft x D 3.28ft	$27,004.48	1	$27,004.48	$5,400.90	$5,400.90
412135	3D Pink Swirl Candy - 5.57ft	H 5.57ft x W 5.9ft x D 5.9ft	$5,337.41	2	$10,674.82	$1,067.48	$2,134.96
413562	2D Pink Sugar Tree	H 4.9ft x W 4.5ft	$3,622.75	1	$3,622.75	$724.55	$724.55
409217	3D Big Teddy	H 16.4ft x W 13.12ft x D 12.63ft	$35,015.81	1	$35,015.81	$7,003.16	$7,003.16
412122	Walk Thru Cupcake	H 19.68ft x W 18.79ft x D 18.79ft	$46,740.28	1	$46,740.28	$9,348.06	$9,348.06
414234	3D Yellow Lollipop	H 7.5fft x W 4.9ft x D 3.6ft	$6,866.14	2	$13,732.28	$1,373.23	$2,746.46
412133	Sugar Tree	H 17.06ft x W 9.84ft x D 9.84ft	$45,544.85	1	$45,544.85	$9,108.97	$9,108.97
414233	3D Candies	H 9.8ft x W 6.5ft x D 4.9ft	$12,168.52	1	$12,168.52	$2,433.70	$2,433.70
412125	3D French Macarons Display	H 7.38ft x W 7.7ft x D 4.92ft	$13,276.61	1	$13,276.61	$2,655.32	$2,655.32
	16" Pure White Spritzer	H 16in x L 16in x D 16in	$55.00	40	$2,200.00	$24.00	$960.00
	Flood Lights	RGB	$60.00	9	$540.00	$24.00	$216.00
	Drip Tubes - PW	24"	$60.00	15	$900.00	$24.00	$360.00

Subtotal	$89,443.04

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TREE FARM & FROZEN

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
	Tree Farm Entrance Sign	H 36" x W 9"	$4,500.00	1	$4,500.00	$900.00	$900.00
203188	Snowflake Tree	H 19.685ft x W 9.84ft x D 9.84ft	$17,449.05	1	$17,449.05	$3,489.81	$3,489.81
409465	Manon Tree - blue or red ornaments	H 19.6ft x W 13.12 ft x D 13.12 ft	$15,153.26	1	$15,153.26	$3,030.65	$3,030.65
203132	Silver Willow Tree 4 panels	H 16.40ft x D 19.68ft	$13,093.67	1	$13,093.67	$2,618.73	$2,618.73
201843	Tadd Tree	H 19.68ft x D 9.84ft	$12,584.09	1	$12,584.09	$2,516.82	$2,516.82
409231	2D/3D Radiant Silver Spangle Ornament - 6.5ft	H 6.56 x W 4.92 x D 1.64ft	$6,190.26	2	$12,380.52	$1,238.05	$2,476.10
409534	2D/3D Enchanted Blue Ornament	H 9.84ft x W 7.54ft x D 2.62ft	$4,943.90	1	$4,943.90	$988.78	$988.78
408476	2D/3D Enchanted Pure Snowflake	H 9.84ft x W 9.8ft x D 2.62ft	$5,504.76	4	$22,019.04	$1,100.95	$4,403.81
202519	3D Seal	H 3.28ft x W 2.29ft x D 2.95ft	$4,492.80	1	$4,492.80	$898.56	$898.56
202720	3D Blue Giftbox - 3.28ft	H 3.28ft x W 4.43ft x D 3.28ft	$2,056.49	1	$2,056.49	$411.30	$411.30
410748	Earth Letters	H 6.2ft x W 22.67ft	$2,626.80	1	$2,626.80	$525.36	$525.36
203487	2D Pure Ornament with Spangles - 8.2ft	H 8.2ft x W 11.48ft	$2,033.92	1	$2,033.92	$406.78	$406.78
203489	2D Blue Two Ornament Display - 5.74ft	H 5.74ft x W 11.48ft	$1,692.09	2	$3,384.18	$338.42	$676.84
203275	Walk thru Snowball	H 14.10ft x W 16.4ft x D 14.76ft	$50,408.36	1	$50,408.36	$10,081.67	$10,081.67
202225	Pure White Ribbon Arch - no animation	H 13ft x W 32.8ft x D 6.55ft	$28,440.72	1	$28,440.72	$5,688.14	$5,688.14
412637	Reindeer in White with Silver Spangles	H 9.84ft x W 6.23ft x D 2.62ft	$9,708.43	1	$9,708.43	$1,941.69	$1,941.69
202631	Elsa Throne	H 8.53ft x W 5.41ft x D 3.93ft	$9,901.64	1	$9,901.64	$1,980.33	$1,980.33
203890	Infinity Deco White Ornament	H 9.8ft x W 5.41ft x L 4.59ft	$8,857.68	1	$8,857.68	$1,771.54	$1,771.54
203884	Infinity White Ornament	H 9.8ft x W 9.8.ft x L 9.8ft	$9,539.03	1	$9,539.03	$1,907.81	$1,907.81
203879	Infinity Ornament with Spangles	H 6.88ft x W 6.56ft x L 6.56ft	$6,643.25	1	$6,643.25	$1,328.65	$1,328.65
412381	3D Penguin	H 9.84ft x W 7.21ft x D 6.56ft	$20,163.34	1	$20,163.34	$4,032.67	$4,032.67
409326	Majestic Snowflake White - 9.8ft	H 9.84ft x W 10.82ft x D 1.64ft	$8,101.34	1	$8,101.34	$1,620.27	$1,620.27
24pwdr	Drip Tubes - PW	24"	$60.00	50	$3,000.00	$24.00	$1,200.00
	16" Blue Spritzer	H 16in x L 16in x D 16in	$55.00	9	$495.00	$22.00	$198.00

Subtotal	$55,094.30

NORTH POLE

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
203308	Animated Giftbox Ribbon	H 9.84ft x W 20.66ft x D 3.28ft	$10,392.33	1	$10,392.33	$2,078.47	$2,078.47
202704	3D North Pole Sign - 9.84ft	H 9.84ft x W 4.26ft x D 4.75ft	$5,940.99	1	$5,940.99	$1,188.20	$1,188.20
412760	2D Silly Elf Giftbox - 6.56ft	H 6.56ft x W 6.56ft	$5,613.47	1	$5,613.47	$1,122.69	$1,122.69
204632	Toy Race Car - Voiture de Course	H 3.11ft x W 2.78ft x L 6.72ft	$5,405.40	1	$5,405.40	$1,081.08	$1,081.08
204650	Candy Cane Sleigh - Luge des Lutins	H 4.59ft x W 4.42ft x D 1.96ft	$5,821.20	1	$5,821.20	$1,164.24	$1,164.24
202054	2D/3D Santa	H 9.84ft x W 7.54ft x D 2.62ft	$12,255.88	1	$12,255.88	$2,451.18	$2,451.18
409254	3D Small Red Giftbox - 3.9ft	H 3.94ft x W 3.28ft x D 2.3ft	$4,528.44	1	$4,528.44	$905.69	$905.69
201744	Letters to Santa Box	H 4.9ft x W 3.28ft x D 1.96ft	$5,660.55	1	$5,660.55	$1,132.11	$1,132.11
	Zigzag wire with Icicle Lights across palms	Pure White - Strands	$42.00	30	$1,260.00	$20.00	$600.00
202709	3D Snowman	H 10.49ft x W 7.54ft x D 7.54ft	$20,163.34	1	$20,163.34	$4,032.67	$4,032.67
901092	3D Star Arch Walk thru - Warm White	H 13.12ft x L 17.22ft	$9,009.00	1	$9,009.00	$1,801.80	$1,801.80
28reme	28" Red Meteors	H 28in x L 28in x D 28in	$125.00	5	$625.00	$50.00	$250.00
28grme	28" Green Meteors	H 28in x L 28in x D 28in	$125.00	5	$625.00	$50.00	$250.00

Total Subtotal	$18,058.12

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ENCHANTED FOREST & LIGHT SHOW

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
411500	Cocoa Mug	H 14.76ft x W 17.06ft	$35,122.07	1	$35,122.07	$7,024.41	$7,024.41
412973	3D Reflective Starbust	H 22.96ft x W 22.96ft x D 22.96ft	$33,236.28	1	$33,236.28	$6,647.26	$6,647.26
203394	Anthea Arch	H 7.87ft x W 11.48ft x D .3ft	$7,138.18	1	$7,138.18	$1,427.64	$1,427.64
203135	Enchanted Arch (set of 2 for full arch)	H 11.81ft x W 13.45ft x D 2.62ft	$8,785.92	3	$26,357.76	$1,757.18	$5,271.55
409719	Lotus Flower - Spangles & Gold Base	H 4.59ft x W 8.85ft	$7,975.44	2	$15,950.88	$1,595.09	$3,190.18
203436	Willow Reindeer	H 19.68ft x W 17.06ft x D 14.10ft	$50,269.87	1	$50,269.87	$10,053.97	$10,053.97
412829	Chandelier / Lustre plume	H 6.56ft X W 6.56ft X D 6.56ft	$3,984.75	1	$3,984.75	$796.95	$796.95
410888	Willow Garden Flower	H 9.8ft x W 5.57ft x D 6.88ft	$4,864.20	2	$9,728.40	$972.84	$1,945.68
202653	Theater of Lights	H 11.64ft x W 16.4ft x D 13.12ft	$24,321.31	1	$24,321.31	$4,864.26	$4,864.26
412636	Reindeer in Gold with Gold Spangles	H 9.84ft x W 6.23ft x D 2.62ft	$9,708.43	1	$9,708.43	$1,941.69	$1,941.69
	Mega Tree		$137,500.00	1	$137,500.00	$55,000.00	$55,000.00
	Speakers for Mega Tree		$6,500.00	1	$6,500.00	$1,500.00	$1,500.00
	Programming for Mega Tree		$9,500.00	1	$9,500.00	$9,500.00	$9,500.00
415302	Louise Suspension		$455.40	15	$6,831.00	$91.08	$1,366.20
	Flood Lights	RGB	$60.00	17	$1,020.00	$24.00	$408.00
NDI054	Lanterns		$264.00	20	$5,280.00	$52.80	$1,056.00

Subtotal	$111,993.79

TREE LIGHTING THROUGHOUT

Part #	Description	Dimensions	Purchase Price	Quantity	Purchase X QTY	Lease Price	Lease x Qty
Mini Lights	Trunk Wrap Palm Trees	57 Palm trees - Color per Rendering		833		$23.00	$19,159.00
Mini Lights	Trunk Wrap Trees	180 Trees - Color per Rendering		2036		$23.00	$46,828.00
Mini Lights	Branch Wrap Trees	180 Trees - Color per Rendering		873		$32.00	$27,936.00
Icicle Lights	Pure White Icicle Lights - Strands	150 ft per pavillion 3 total		66		$20.00	$1,320.00

Subtotal	$95,243.00

Decor - Lease Bundle Subtotal w/ additional 50% discount				$298,836.68
Tree Lighting Lease with Services				$95,243.00
Field Services	Install, Dismantle & Equipment			$112,500.00
Shipping	5 Trucks - 2 ways	10	$4,800.00	$48,000.00
Tax	TBD - Customer to provide Tax exempt or 7% sales Tax to be added			TBD
TOTAL				$554,579.68

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Thank You

Thank you for allowing Artistic Holiday Designs the opportunity to present our ideas.

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