



Town of Pembroke Park

Agenda

REGULAR COMMISSION MEETING Wednesday, September 9, 2020 @ 7:00 PM VIRTUAL MEETING

Page

1. VIRTUAL INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Regular Commission Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID-19).

Regular Commission Meeting

Wednesday, September 9, 2020 7:00 PM - 11:00 PM

You can dial in using your phone.

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 493-566-101

Two hours prior to the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Town Clerk at townclerk@tppl.gov.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Deputy Town Clerk

Town of Pembroke Park

3150 SW 52 Avenue

Pembroke Park, FL 33023

954-966-4600, ext: 235

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

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

7. TOWN ATTORNEY

7.a Mayor Mohammed - Mayor Status - Town Attorney Ryan, Deputy Town Clerk Martell

[99.012 FS Election](#)

[Resign to Run Highlighted](#)

11 - 17

- 7.b Bills of Particulars Muse-Salters claim - Town Attorney Ryan 18 - 32
RESOLUTION NO. 2020-102
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING THE LIST OF PARTICULARS SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS PREPARED BY SNIFFEN & SPELLMAN, P.A. DATED MAY 22, 2020;** AUTHORIZING AND DIRECTING THE TOWN STAFF TO DELIVER A COPY OF THE LIST OF PARTICULARS SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS TO LEGAL COUNSEL FOR AGATHA MUSE-SALTERS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[Attorney List of Particulars Supporting Just Cause Dismissal of Agatha Muse-Salters](#)
[2020-102 Agatha Muse Salters](#)
- 7.c Litigation Settlement Discussion - Town Attorney Ryan 33 - 34
 Patterson vs. Town of Pembroke Park
RESOLUTION NO. 2020-099
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING PAYMENT FOR THE SETTLEMENT OF CIVIL LITIGATION STYLED ROBERT PATTERSON, PLAINTIFF, VS. TOWN OF PEMBROKE PARK, DEFENDANT;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-099 Patterson](#)
8. CONSENT AGENDA
- 8.a Approval of Minutes - Deputy Town Clerk Martell 35 - 88
[05 04 2020 Special](#)
[05 13 2020 Regular](#)
[06 10 2020 Regular](#)
[06 11 2020 PLANNING AND ZONING MINUTES](#)
[06 25 2020 Special Commission Meeting \(2\)](#)
[07 01 2020 Special Commission Meeting](#)
[07 20 2020 Special Commission Meeting - Copy](#)
[07 27 2020 Special Commission Meeting](#)
[08 20 2020 PLANNING AND ZONING MINUTES](#)
- 8.b Bills Over \$500 - REQUESTING APPROVAL FOR THE **REVISED** BILLS 89 - 94
 OVER \$500 - Assistant Finance Director Taubenfeld
[Agenda Item Report - AIR-20-082 - Pdf](#)
[Bills Over \\$500 September 9th 2020](#)
[Bills Over \\$500 September 9th 2020 REVISED](#)

- | | | |
|-----|---|-----------|
| 8.c | <p>Commissioner Pension Plan - Approve Payment of \$85,303 consisting of a premium amount of \$21,964 and recommended contribution of \$63,339 - Town Manager Jimenez, Assistant Finance Director Taubenfeld</p> <p>RESOLUTION NO. 2020-103</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING PAYMENT TO THE TOWN OF PEMBROKE PARK COMMISSION SUPPLEMENTAL RETIREMENT SYSTEM FUND; AUTHORIZING AND DIRECTING PAYMENT OF LIFE INSURANCE POLICY PREMIUMS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>Agenda Item Report - AIR-20-067 - Pdf
 Finance Pension
 2020-103 Pension Plan</p> | 95 - 102 |
| 8.d | <p>Legal Fee invoices - for Agatha Muse-Salters and Michelle Riley - Town Manager Jimenez, Assistant Finance Director Taubenfeld</p> <p>Finance Spellman Invoices
 Finance Michelle Riley invoices</p> | 103 - 119 |
| 8.e | <p>New Laptops and Peripherals for Public Works and Building Departments - Town Manager Jimenez, IT Administrator Pakula</p> <p>Agenda Item Report - AIR-20-076 - Pdf
 IT Building Dept Laptops
 BUILDING MONITORS
 PUBLIC WORKS LAPTOPS</p> | 120 - 148 |
| 8.f | <p>Licenses for Capture Client Anti-Virus - Town Manager Jimenez, IT Administrator Pakula</p> <p>Agenda Item Report - AIR-20-085 - Pdf
 Capture Client Antivirus</p> | 149 - 153 |
| 8.g | <p>Barracuda Licenses for Email Security - Town Manager Jimenez, IT Administrator Pakula</p> <p>Agenda Item Report - AIR-20-086 - Pdf
 License Barracuda 0320-18901</p> | 154 - 156 |
| 8.h | <p>Subaward and Grant Agreement - Assistant Public Services Director Jacques, Project Manager Woodbury</p> <p>RESOLUTION NO. 2020-100</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF PEMBROKE PARK (Z1886); AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND ELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR DESIGNATION OF AUTHORITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>Subgrant Agreement MEMO
 Subgrant Agreement #2508 Stephanie
 2020-100 Subaward and Grant Agreement</p> | 157 - 245 |

8.i	Alarm Contract - Assistant Public Services Director Jacques, Project Manager Woodbury PW Alarm Monitoring Contract	246 - 251
8.j	Waste Contract - Assistant Public Services Director Jacques, Project Manager Woodbury PW Waste Management Contract	252 - 255
8.k	Linear Walkway - Assistant Public Services Director Jacques, Project Manager Woodbury PS Linear walkway	256 - 268
8.l	Uniform Rentals - Assistant Public Services Director Jacques, Project Manager Woodbury PS Memo Cintas PS Cintas Proposal	269 - 279
8.m	Salvage Equipment - Assistant Public Services Director Jacques, Project Manager Woodbury PS Salvage equipment	280 - 282
8.n	Air Condition Proposals - Project Manager Woodbury, Assistant Public Works Director Jacques PS air condition proposal memo PS air condition proposals	283 - 301
8.o	First Amendment 45th Year CDBG Agreement Contract Extension - Vice Mayor Clark, Assistant Public Services Director Jacques RESOLUTION NO. 2020-091 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS CONSTRUCTION ; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. CDBG 45TH year contract extension 2020-091 Resolution 45th Year CDBG	302 - 310
8.p	Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo HR Employee Handbook FINAL DRAFT	311 - 384
8.q	Payroll Process - ADP company - HR Director Menegazzo, Assistant Finance Director Taubenfeld HR Payroll Solution MEMO HR ADP Updated Proposal HR 2020-03-11 iSolved HCM Proposal HR 2020-04-27 Paylocity Quote for PP HR BambooHR-Quote	385 - 425

- 8.r Business Tax Receipt - Write Off Policy Needed - Staff is requesting that the Town Commission adopt a policy for inactive Business Tax Receipt accounts - Town Manager Jimenez, Assistant Finance Director Taubenfeld 426 - 430
[Agenda Item Report - AIR-20-066 - Pdf](#)
[Finance BTR](#)
- 8.s Requesting verbiage change for the Sign Ordinance Sec 23-4 in order to refund Credit Balance for Sign Variances- Town Manager Jimenez, Assistant Finance Director Taubenfeld 431 - 444
RESOLUTION NO. 2020-104
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING REFUND AND COLLECTION POLICIES FOR CERTAIN ACCOUNTS IN THE TOWN FINANCE DEPARTMENT**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE
[Agenda Item Report - AIR-20-084 - Pdf](#)
[Finance sign variance](#)
[2020-104 Refund Policy Procedures](#)
[2020-104 Refund Policy Procedures Exhibits A B](#)
[2020-104 REVISED RESOLUTION](#)
[2020-104 REVISED EXHIBITS A&B](#)
9. TOWN PLANNER
- 9.a Site Development Plan for O'Reilly Auto Parts at 4700 Hallandale Beach Blvd. - Town Planner Miller 445 - 465
RESOLUTION NO. 2020-092
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR O'REILLY AUTOMOTIVE STORES, INC.**, A FLORIDA CORPORATION, FOR REAL PROPERTY LOCATED IN THE PLAT ENTITLED A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 45, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[Planning memo o Reilly](#)
[Planning O Reily](#)
[2020-092 O'Reilly Automotive Stores Inc.](#)
- 9.b Fence Encroachment - Town Planner Miller 466 - 486
[Planner 2757 Park Road Fence ROW Encroach](#)
10. RESOLUTIONS
- 10.a Code of Conduct Resolution - Mayor Mohammed, Town Attorney Ryan 487 - 494
RESOLUTION NO. 2020-090
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A CODE OF CONDUCT FOR ELECTED AND APPOINTED TOWN OFFICIALS**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-090 Code of Conduct Civility](#)

- 10.b Hiring of Town Attorney - Clerk Commission Jacobs, Human Resources Director Menegazzo 495 - 547
RESOLUTION NO. 2020-096
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **SELECTING THE TOWN ATTORNEY**; AUTHORIZING THE TOWN TO ENTER INTO CONTRACT NEGOTIATIONS WITH SELECTED INDIVIDUAL TO SERVE AS TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[Town Attorney Applicant Log](#)
[Town Attorney Applications Combined Reduced Size](#)
[2020-096 Town Attorney Contract](#)
- 10.c CARES Agreement - Town Manager Jimenez, Town Attorney Ryan 548 - 574
RESOLUTION NO. 2020-098
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR CARES ACT FUNDING**; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[CARES Attorney](#)
[2020-098 CARES](#)
- 10.d FRDAP Grant - Vice Mayor Clark, Assistant Public Services Director Jacques, Town Manager Jimenez, Town Attorney Ryan, CAS Consultant Vanassche 575 - 608
RESOLUTION NO. 2020-097
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO STANDARD GRANT AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM**; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[Grant Agreement](#)
[Grant Agreement Insurance](#)
[2020-097 FRDAP](#)
- 10.e Town LOGO - Commissioner Dieuveille, Town Manager Jimenez, IT Director Pakula 609 - 610
RESOLUTION NO. 2020-094
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING A NEW LOGO FOR THE TOWN**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-094 LOGO](#)
[NEW LOGO pembrokepark](#)

10.f Document Disposal - Clerk Commissioner Jacobs, Deputy Town Clerk Martell 611 - 639

RESOLUTION NO. 2020-101

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK RECORDS MANAGEMENT MANUAL**; AUTHORIZING AND DIRECTING THE TOWN OFFICER TO APPOINT A RECORDS MANAGEMENT LIAISON OFFICER FOR THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-101 Document Solution](#)

[CC Document Disposal memo](#)

[CC Document Disposal](#)

[Records Management Oel Wingo](#)

11. ORDINANCES SECOND READING

11.a **SECOND READING**

640 - 664

Floodplain Ordinance - Interim Building Official Nunez, Town Attorney Ryan

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, **FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION**; AMENDING SECTION 10-42, ADDITIONAL ANALYSES AND CERTIFICATIONS; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-80, DESIGN AND CONSTRUCTION OF BUILDINGS, STRUCTURES, AND FACILITIES EXEMPT FROM FLORIDA BUILDING CODE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-98, ELEVATION; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-004 FLOODPLAIN REVISION 09 09 2020 Second Reading](#)

[2020-004 AD Floodplain 2nd Reading](#)

[2020-004 Notice of Virtual Public Hearing.Flood Plains. Sept 9 2020](#)

12. ORDINANCES FIRST READING

12.a Ordinance for creation of Police Department - Clerk Commissioner Jacobs, Town Attorney Ryan

665 - 668

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT**, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-006 Police Department](#)

13. NEW BUSINESS

- | | | |
|------|--|-----------|
| 13.a | <p>Automated Training Management System - Clerk Commissioner Jacobs, Town Manager Jimenez, Town Attorney Ryan</p> <p>RESOLUTION NO. 2020-095</p> <p>A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE AUTOMATED TRAINING MANAGEMENT SYSTEM USER AGREEMENT WITH FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.</p> <p>2020-095 ATMS Police Department</p> | 669 - 670 |
| 13.b | <p>Support to proceed with FAIR grant - Vice Mayor Clark, Assistant Public Services Director</p> <p>Grant program through FDACS for the Agriculture Education & Promotion Facilities</p> <p>PS FAIR Application</p> <p>PS FAIR application instructions</p> <p>PS FAIR FS 288.1175</p> <p>PS FAIR FS 616.001</p> | 671 - 680 |
| 13.c | <p>Update of Projects - Vice Mayor Clark, Assistant Public Services Director Jacques</p> <p>Grants and Projects</p> <p>Agro-Eco - Congratulations Myriam Jacques for becoming a Trainee Master Gardener</p> <p>Food Forest</p> <p>PS Grants memo</p> <p>PS Grants</p> | 681 - 688 |
| 13.d | <p>Myriam Jacques to be appointed as Interim Public Services Director - Vice Mayor Clark</p> | |
| 13.e | <p>Myriam Jacques to be appointed as Public Services Director - Vice Mayor Clark</p> <p>Agenda Item Report - AIR-20-080 - Pdf</p> <p>Resumé-MJacques DPW</p> <p>Resume goals and accomplishments</p> | 689 - 695 |
| 13.f | <p>Organizational Chart - Vice Mayor Clark</p> <p>Organizational Chart</p> | 696 |
| 13.g | <p>Renovations for Public Services and Commissioner Offices' - Vice Mayor Clark, Assistant Public Services Director Jacques</p> <p>Agenda Item Report - AIR-20-079 - Pdf</p> <p>PS renovation</p> | 697 - 698 |
| 13.h | <p>Broward College Request for Volunteer Opportunity for Groups of 40+ - Vice Mayor Clark, Assistant Public Services Director Jacques</p> <p>Agenda Item Report - AIR-20-081 - Pdf</p> | 699 - 700 |
| 13.i | <p>Fine tune expense manual - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director Taubenfeld</p> | |

- 13.j Konoinia Church - Legal opinion Broward County traffic ways right-of-way - Vice Mayor Clark, Town Attorney Ryan
- 13.k Issuing Credit Cards - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director Taubenfeld 701
[Agenda Item Report - AIR-20-078 - Pdf](#)
- 13.l Contracts expiring on September 30, 2020 - Town Manager Jimenez 702 - 724
[Capital Hills Consultants, Inc.](#)
[CAS GOVERNMENTAL Agreement](#)
[CAS Governmental Services ext. agree](#)
[DC Strategies](#)
[Helmich Consulting](#)
[Jessica Maria Benitez Graphic Design](#)
- 13.m Broward Sheriff Office Outstanding Invoices - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld 725
[Agenda Item Report - AIR-20-089 - Pdf](#)
- 13.n Plante Moran - Outstanding Invoice from 2018 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld 726 - 736
[Agenda Item Report - AIR-20-088 - Pdf](#)
[Plante Moran Outstanding Invoice](#)
- 13.o Approval of invoices for electrical work performed by Town Contractor - Clerk Commissioner Jacobs, Assistance Finance Director Taubenfeld 737 - 800
[Agenda Item Report - AIR-20-083 - Pdf](#)
[Imperial Electric - Outstanding Invoices](#)
[Finance PS Imperial Emergency Work Invoices](#)
- 13.p Health Care Benefit Insurance - Town Manager Jimenez, Assistant Finance Director Taubenfeld 801 - 809
[Finance Insurance Proposal - Sept. 9th](#)
[Finance Insurance backup](#)
- 13.q Building Department - Surplus Corrective Action Needed - Interim Building Official Nunez, Assistant Finance Director Taubenfeld 810 - 817
[Agenda Item Report - AIR-20-071 - Pdf](#)
[Building Surplus Revised](#)
- 13.r Charter Review and Ordinances - Clerk Commissioner Jacobs, Vice Mayor Clark (entertain motion) 818 - 863
 Requesting for the Commission to approve the creation of a Charter Review Committee
[Charter memo](#)
[Charter Review](#)
[Oel Wingo 08 26 2020 B](#)
[CC Charter Resolutions](#)

14. OLD BUSINESS

- 14.a Master Lift Station #34 Emergency Repairs & Discovery Findings - Vice Mayor Clark, Assistant Public Works Director Jacques, Town Engineer Ortiz 864 - 874

Replace existing 8" dia. Cast Iron gravity sewer pipe with 12" dia. PVC C900 pipe. Abandon Manhole #2 (MH #2) and reroute 12" dia. PVC C900 pipe from MH #1 to Old Wet Well (MH #3). Replace aging MH #1.

[MEMO 08-14-20 Emergency Repairs Master Lift Stion 34 \(Rev 9-02-20\)](#)
[Agenda Item Report - AIR-20-087 - Pdf](#)

15. DISCUSSION

- 15.a Town events - Turkey Giveaway and Holiday Party Clerk Commissioner Jacobs, Toy Giveaway Commissioner Dieuville, Administrative Assistant to Commissioners/Events Coordinator Brown

Directive on hosting the Turkey Giveaway on November 20th and Toy Giveaway on December 18th

Health Fair on November 7th - Vice Mayor Clark

Eggstravaganza - Vice Mayor Clark

Food Giveaway - All Commissioners

16. COMMISSION REPORTS

17. ATTORNEY REPORTS

18. TOWN MANAGER REPORTS

19. ANNOUNCEMENTS

1st Budget Hearing on Wednesday, September 16, 2020 at 6:00 PM

2nd Budget Hearing on Wednesday, September 23, at 6:00 PM

Workshop Commission Meeting on Wednesday, September 23, 2020 at 7:00 PM

20. 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.

Select Year:

The 2019 Florida Statutes

[Title IX](#)
ELECTORS AND ELECTIONS

[Chapter 99](#)
CANDIDATES

[View Entire Chapter](#)

99.012 Restrictions on individuals qualifying for public office.—

(1) As used in this section:

(a) “Officer” means a person, whether elected or appointed, who has the authority to exercise the sovereign power of the state pertaining to an office recognized under the State Constitution or laws of the state. With respect to a municipality, the term “officer” means a person, whether elected or appointed, who has the authority to exercise municipal power as provided by the State Constitution, state laws, or municipal charter.

(b) “Subordinate officer” means a person who has been delegated the authority to exercise the sovereign power of the state by an officer. With respect to a municipality, subordinate officer means a person who has been delegated the authority to exercise municipal power by an officer.

(2) No person may qualify as a candidate for more than one public office, whether federal, state, district, county, or municipal, if the terms or any part thereof run concurrently with each other.

(3)(a) No officer may qualify as a candidate for another state, district, county, or municipal public office if the terms or any part thereof run concurrently with each other without resigning from the office he or she presently holds.

(b) The resignation is irrevocable.

(c) The written resignation must be submitted at least 10 days prior to the first day of qualifying for the office he or she intends to seek.

(d) The resignation must be effective no later than the earlier of the following dates:

1. The date the officer would take office, if elected; or
2. The date the officer’s successor is required to take office.

(e)1. An elected district, county, or municipal officer must submit his or her resignation to the officer before whom he or she qualified for the office he or she holds, with a copy to the Governor and the Department of State.

2. An appointed district, county, or municipal officer must submit his or her resignation to the officer or authority which appointed him or her to the office he or she holds, with a copy to the Governor and the Department of State.

3. All other officers must submit their resignations to the Governor with a copy to the Department of State.

(f)1. With regard to an elective office, the resignation creates a vacancy in office to be filled by election. Persons may qualify as candidates for nomination and election as if the public officer’s term were otherwise scheduled to expire.

2. With regard to an elective charter county office or elective municipal office, the vacancy created by the officer’s resignation may be filled for that portion of the officer’s unexpired term in a manner

provided by the respective charter. The office is deemed vacant upon the effective date of the resignation submitted by the official in his or her letter of resignation.

(g) Any officer who submits his or her resignation, effective immediately or effective on a date prior to the date of his or her qualifying for office, may then qualify for office as a nonofficeholder, and the provisions of this subsection do not apply.

(4)(a) Any officer who qualifies for federal public office must resign from the office he or she presently holds if the terms, or any part thereof, run concurrently with each other.

(b) The resignation is irrevocable.

(c) The resignation must be submitted at least 10 days before the first day of qualifying for the office he or she intends to seek.

(d) The written resignation must be effective no later than the earlier of the following dates:

1. The date the officer would take office, if elected; or
2. The date the officer's successor is required to take office.

(e)1. An elected district, county, or municipal officer shall submit his or her resignation to the officer before whom he or she qualified for the office he or she holds, with a copy to the Governor and the Department of State.

2. An appointed district, county, or municipal officer shall submit his or her resignation to the officer or authority which appointed him or her to the office he or she holds, with a copy to the Governor and the Department of State.

3. All other officers shall submit their resignations to the Governor with a copy to the Department of State.

(f)1. The failure of an officer who qualifies for federal public office to submit a resignation pursuant to this subsection constitutes an automatic irrevocable resignation, effective immediately, from the office he or she presently holds.

2. The Department of State shall send a notice of the automatic resignation to the Governor, and in the case of a district, county, or municipal officer, a copy to:

- a. The officer before whom he or she qualified if the officer held an elective office; or
- b. The officer or authority who appointed him or her if the officer held an appointive office.

(g) Notwithstanding the provisions of any special act to the contrary, with regard to an elective office, the resignation creates a vacancy in office to be filled by election, thereby authorizing persons to qualify as candidates for nomination and election as if the officer's term were otherwise scheduled to expire. With regard to an elective charter county office or elective municipal office, the vacancy created by the officer's resignation may be filled for that portion of the officer's unexpired term in a manner provided by the respective charter. The office is deemed vacant upon the effective date of the resignation submitted by the official in his or her letter of resignation.

(5) A person who is a subordinate officer, deputy sheriff, or police officer must resign effective upon qualifying pursuant to this chapter if the person is seeking to qualify for a public office that is currently held by an officer who has authority to appoint, employ, promote, or otherwise supervise that person and who has qualified as a candidate for reelection to that office.

(6) If an order of a court that has become final determines that a person did not comply with this section, the person shall not be qualified as a candidate for election and his or her name may not appear on the ballot.

(7) This section does not apply to:

- (a) Political party offices.
- (b) Persons serving without salary as members of an appointive board or authority.

(8) Subsections (3) and (4) do not apply to persons holding any federal office. Subsection (4) does not apply to an elected officer if the term of the office that he or she presently holds is scheduled to expire and be filled by election in the same primary and general election period as the federal office he or she is seeking.

History.—s. 1, ch. 63-269; s. 2, ch. 65-378; s. 1, ch. 70-80; s. 10, ch. 71-373; s. 1, ch. 74-76; s. 3, ch. 75-196; s. 1, ch. 79-391; s. 47, ch. 81-259; s. 1, ch. 83-15; s. 28, ch. 84-302; s. 31, ch. 91-107; s. 534, ch. 95-147; s. 1, ch. 99-146; s. 1, ch. 2000-274; s. 14, ch. 2007-30; s. 14, ch. 2008-4; s. 9, ch. 2008-95; s. 12, ch. 2011-40; s. 1, ch. 2018-126.



Resign-to-Run Law

DE Reference Guide 0016 (Updated 01/2018)

These guidelines are for reference only. They are not to be construed as legal advice or representation. For any particular set of facts or circumstances, refer to the applicable state, federal law, and case law, and/or consult a private attorney before drawing any legal conclusions or relying upon this information.

RESIGN-TO-RUN LAW – GENERAL OVERVIEW

- **Governing law:** An elected or appointed “officer” may not qualify as a candidate for another state, district, county or municipal public office if the terms or any part of the terms would overlap with each other if the person were to be elected or appointed and did not resign from the office the person presently holds. (s. 99.012(3), F.S.)
- **Who is an “officer”?** An “officer” is any elected or appointed person who has the authority to exercise the sovereign powers pertaining to an office recognized under the State Constitution or state laws. With respect to a municipality, an “officer” means a person, whether elected or appointed, who has the authority to exercise municipal power as provided by the State Constitution, state laws, or municipal charter. (s. 99.012(1), F.S.)¹ “Officers” include, but are not limited to: mayors, city and county commissioners, state legislators, supervisors of elections, sheriffs, property appraisers, judges, school board members, superintendents of school, state attorneys and public defenders, municipal fire chiefs, medical examiners, and elected hospital board and airport authority members.
- **Exceptions to the resign-to-run law:**
 - Political party offices; or
 - Persons serving without salary on an appointed board or authority.
 - Candidates for federal office;
 - Persons seeking the office of President or Vice President. (ss. 99.012(3)(a), (6), and (7), F.S.)
- **How to submit a resignation:**
 - In writing at least 10 days prior to the first day of qualifying for the office the officer seeks. (s. 99.012(3)(c), F.S.)
 - Submitted to:
 - *For elected district, county, or municipal officers:*
 - To the officer before whom he or she qualified for the office he or she holds,
 - Copy to the Governor and the Department of State.
 - *For appointed district, county, or municipal officers:*
 - To the officer or authority which appointed him or her to the office he or she holds
 - Copy to the Governor and the Department of State.
 - *For all other officers:*
 - To the Governor
 - Copy to the Department of State.

(s. 99.012(3)(e), F.S.)

Address for Governor's office	Address for Department of State
The Honorable Rick Scott, Governor The Capitol 400 S. Monroe St. Tallahassee, FL 32399-0001 Email: Rick.Scott@myflorida.com Fax: (850) 922-9002	Kristi Willis, Chief, Bureau of Election Records Department of State R.A. Gray Building, Room 316, 500 S. Bronough Street Tallahassee, Florida 32399-0250 Email: kristi.willis@dos.myflorida.com Fax: 850-245-6259 or -6290

¹ Florida case law further explains that an “officer” is someone who exercises sovereign power, in part or wholly, either in making, executing or administering the laws and who derives his or her position from a duly and legally authorized election or appointment, whose duties are continuous in nature and defined by law, not contract. *See State ex rel. Holloway v. Sheats*, 83 So. 508, 509 (Fla. 1919). And see *State ex rel. Clyatt v. Hocker*, 22 So. 721 (Fla. 1897).

- **Effective date of the resignation:** The resignation must take effect no later than the earlier of the following dates:
 - The date the officer would take office, if elected; or
 - The date the officer's successor is required to take office. (s. 99.012(3)(d), F.S.)
- **Resignation is irrevocable.** Once submitted, the resignation is irrevocable (s. 99.012(3)(b), F.S.)

FREQUENTLY ASKED QUESTIONS – RESIGN-TO-RUN LAW:

- **I am a school board member and I will not seek re-election at the next general election; instead, I wish to qualify to run for state representative. Do I have to submit a resignation under the resign-to-run law?**
 - Yes. Section 100.041, F.S., reflects that the term of office of a state representative begins upon election for a term of two years and the term of office for a school board member begins on the second Tuesday following the general election for a term of four years. Therefore, your term as a school board member, if elected as a state representative, will not expire until two weeks after you take office as a state representative. This two-week overlap requires you to submit a resignation under the resign-to-run law at least 10 days prior to qualifying as a candidate as a state representative.
- **What can an officer do if he or she missed the deadline for submitting the resignation 10 days prior to the beginning of the qualifying period?**
 - If the officer still wishes to run for office, the officer may submit his or her resignation to take effect immediately or to take effect on a date prior to qualifying for office. In this situation, the officer qualifies as a non-officeholder and the "resign-to-run" law does not apply. (s. 99.012(3)(g), F.S.)
- **What happens to an elected officer's term of office if he or she submits a resignation under the "resign-to-run" law?**
 - Except as noted in the next paragraph, when an elected official resigns, it creates a vacancy in office to be filled by election. The election is held to fill the office for the remaining unexpired term. So, if an officer had one year left in his or her four-year term of office on the effective date of his or her resignation, persons would qualify as a candidate for the office and, if elected, would serve the one year remaining in the former officer's term.
 - If the officer resigning under the "resign-to-run" law occupies an elective charter county office or elective municipal office, the vacancy created by the resignation may be filled for that portion of the remaining unexpired term in the manner specified by the county or municipal charter, as applicable. (s. 99.012(3)(f), Florida Statutes.)
- **Does the "resign-to-run" law apply to subordinate officers, deputy sheriffs, or police officers?**
 - Generally no, but the law will apply in a limited situation. A subordinate officer, deputy sheriff, or police officer is exempt from the resign-to-run law unless the person is seeking to qualify for a public office which is currently held by "an officer who has authority to appoint, employ, promote or otherwise supervise that person and who has qualified as a candidate for reelection to that office." If the subordinate officer, deputy sheriff, or police officer must resign, the resignation must be effective upon qualifying for the office, not the later times specified above for an "officer."
 - So, a deputy sheriff wishing to run for sheriff against an incumbent sheriff would have to resign, but if the incumbent sheriff is not seeking reelection, the deputy sheriff would not have to resign. Also, if a deputy sheriff wishes to run for a non-sheriff office (for example, state representative or city council), he or she would not have to resign under the "resign-to-run" law.
 - If a subordinate officer, deputy sheriff, or police officer must resign under this provision, he or she may not take an unpaid leave of absence instead of resigning. (The Legislature removed the alternative approach of taking an unpaid leave of absence from the statute in 2000.)

- Subordinate officers would include, among others: assistant public defenders, assistant state attorneys, and deputy supervisors of elections. (s. 99.012(4), F.S.; see also, for example, Division of Elections advisory opinions DE 08-04, DE 07-08, and 99-01, which can be found at the Advisory Opinions webpage.)
- **Does a city's Chief of Police have to resign in order to run for another public office?**
 - It depends. The exemption mentioned in the answer to the question immediately above applies to a "police officer." A "chief of police" is a police officer; therefore, the chief of police need only resign to run for public office if the chief is seeking to qualify for a public office which is currently held by "an officer who has authority to appoint, employ, promote or otherwise supervise that person and who has qualified as a candidate for reelection to that office." For example, a city's chief of police would not have to resign to run for county sheriff unless the sheriff has the authority to appoint, employ, promote or otherwise supervise the chief of police and the incumbent sheriff has also qualified as a candidate for reelection. In the typical county-city relationship, the sheriff does not have the authority to appoint, employ, promote or otherwise supervise a city's chief of police. However, for example, if a city mayor has the authority to hire and fire the chief of police, the chief of police could not run for city mayor without resigning as chief of police if the incumbent mayor is seeking re-election. (s. 99.012(4), F.S.)
- **What happens if an officer does not comply with the "resign-to-run" law?**
 - If an order of a court that has become final determines that a person did not comply with the resign-to-run law, the person may not be qualified as a candidate for an election or appear on the ballot. (s. 99.012(5), F.S.) Note, however, that the filing officer performs only a ministerial function in reviewing qualifying papers and cannot determine whether the contents of the qualifying papers are accurate. (s. 99.061(7)(c), F. S.) One of the qualifying papers is the candidate oath in which the candidate states that he or she has resigned from any office from which the candidate is required to resign; therefore, the filing officer may not look beyond the oath. As stated above, it will take a court order to remove the person's name from the ballot.
- **What's the difference in the treatment of "district" officers under the resign-to-run law and the dual office-holding constitutional provision?**
 - The Attorney General has opined that district offices are not within the purview of the dual office-holding provisions of the Constitution. However, district offices, by express statutory provision, are subject to the provisions of the "resign-to-run" law. For example, an elected state or county officer may be appointed also to a district office. However, if the state or county officer later seeks reelection to the state or county office while occupying the district office, he or she would have to submit a resignation under the "resign-to-run" law from the district office before qualifying and running for reelection if the terms of office overlap, unless the district office consists of being a member on an appointed board or authority and the county or state officer receives no salary for being on the board or authority.
- **How does the "resign-to-run" law relate to the federal "Hatch Act?"**
 - The state resign-to-run law is entirely separate from the federal "Hatch Act." (5 U.S.C. §§ 1501- 1508).
 - The federal Hatch Act applies to executive branch state and local employees who are principally employed in connection with programs financed in whole or in part by loans or grants made by the United States or a federal agency. The Act prohibits a state, county, or municipal employee from being a candidate for public office in a partisan election *if the employee's salary is completely funded with federal dollars*. It is only when the covered employee's entire salary is paid from federal funds that the employee would have to resign *under the Hatch Act* before becoming a candidate for partisan office. See 5 U.S.C. § 1502 (Hatch Act Modernization Act of 2012 (eff. 1.27.2013)).

- Governors, Lieutenant Governors, mayors, elected heads of executive departments, and individuals holding elective office are specifically exempt from the Hatch Act prohibition against being a candidate for public office.
- A partisan election means one in which any candidate will be listed on the ballot as a candidate for a political party.
- Additionally, an employee's conduct is also subject to the laws of the state and the regulations of the employing agency, so the employee should check with his or her supervisor, personnel office, or the agency's general counsel to determine what state or local law or agency rules or policies may apply regarding the employee's political activities.
- **For questions or requests for advisory opinions about the Hatch Act** and how it may affect an employee who seeks to run for office, the employee should contact:

Hatch Act Unit
 U.S. Office of Special Counsel
 1730 M Street, N.W., Suite 218
 Washington, D.C. 20036-4505
 Tel: (800) 85-HATCH or (800) 854-2824
 (202) 254-3650;
 Email: hatchact@osc.gov
 website: osc.gov/Pages/HatchAct.aspx

- **Who can I contact about questions concerning Florida's "Resign-to-Run" law?**

Office of General Counsel
 Florida Department of State
 R.A. Gray Building
 500 S. Bronough Street
 Tallahassee, Florida 32399-0250
 Telephone: (850) 245-6536
 Email: DOS.GeneralCounsel@DOS.MyFlorida.com

SNIFFEN & SPELLMAN, P.A.

123 NORTH MONROE STREET • TALLAHASSEE, FL • 32301

PHONE: 850.205.1996 • FAX: 850.205.3004

WWW.SNIFFENLAW.COM

TOWN OF PEMBROKE PARK: LIST OF PARTICULARS SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS

May 22, 2020

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I. Introduction and Scope

The Town of Pembroke Park (“the Town”) engaged this Firm to investigate the job performance of its Town Manager, Agatha Muse-Salters, and prepare written particulars (“Particulars”) supporting the termination of her employment with cause, as required under the terms of her Employment Agreement (“Agreement”) with the Town. Earlier this year, the Town’s Commission voted to dismiss Ms. Muse-Salters for just cause, as that term is defined in the Agreement. This letter provides the particular facts constituting that just cause.

II. Methodology

In preparing these Particulars, the Firm interviewed the following individuals: Mayor Ashira Mohammed, Vice Mayor Howard Clark, Jr., Commissioners Geoffrey Jacobs, Reynold Dieuville, and Georgina Cohen, HR Consultant Yolanda Menegazzo of LagomHR, Inc., Finance & Budget Director Harry Taubenfeld, Valerie Price with the Town’s Payroll/Accounts Receivable Office, Information Technology Director Mark Pakula, and Captain Stephanie Coker of the Broward County Sheriff’s Office.

We also reviewed the following documents and videos:

- Agreement between the Town and Ms. Muse-Salters;
- Town of Pembroke Park Code of Ordinances and Charter;
- Town of Pembroke Park Personnel Policies and Procedures Manual;
- 2017-2018 Fiscal Year Audit by Grau & Associates;

- 2019-2020 Fiscal Year Budget;
- E-mail correspondence between Ms. Muse-Salters and Commissioner Jacobs;
- Text messages between Ms. Muse-Salters and Ms. Menegazzo;
- Record of Ms. Muse-Salters' remote computer activity;
- Records from the Town's Finance Department (Payroll/Accounts Receivable);
- February 2, 2018, Memorandum by the Broward County Office of Inspector General (OIG);
- March 6, 2018, organizational audit report by Bob Inzer, Florida League of Cities;
- November 26, 2018, Memorandum by Management Consultant Oel Wingo;
- May 3, 2018, letter from Mayor Mohammed to the Broward County OIG;
- Documents provided by counsel for Ms. Muse-Salters to City Attorney Christopher Ryan;
- Video footage of the December 11, 2019, Commission discussion on Requests for Proposals (RFP's) for auditing, legal, planning, and information technology services; and
- Video footage of the January 8, 2020, Commission discussion and vote on the dismissal with just cause of Ms. Muse-Salters.

III. Background

A. The Employment Agreement

The Town Commission approved the hiring of Ms. Muse-Salters as its Town Manager, and authorized entering into the Agreement with Ms. Muse-Salters on or about August 1, 2019. The Agreement set out the terms of her employment, which was for a three-year term beginning on August 2, 2019. According to the Agreement, Ms. Muse-Salters "shall serve at the pleasure of the Town Commission" and "shall have the duties, responsibilities and powers [as Town Manager] under the Pembroke Park Code of Ordinances." Benefits under the Agreement included an annual salary of \$150,000 paid in weekly installments; a \$750 monthly car allowance; 160 hours of vacation leave and 15 days of personal leave yearly; and full insurance benefits for health, dental, vision, long-term disability, and life.

The Agreement authorizes the Town Commission to terminate the Town Manager "at any time, with or without 'just cause.'" The Agreement sets out explicitly the conditions for both bases for dismissal, as well as the benefits due the Town Manager contingent upon the basis triggered. Stated simply, if Ms. Muse-Salters is terminated without just cause, the Agreement requires a more significant severance package upon separation.

B. Dismissal Without Just Cause

Section 11(B) of the Agreement requires a majority vote by the Commission for dismissal without just cause. This triggers entitlement to benefits upon separation including "unpaid salary and benefits earned" to be paid within 10 days following such a vote. The Town must also pay within 45 days of such a vote "a lump sum severance pay equal to the lesser of either six (6) months

of her base salary or the balance of time remaining under the term of this Agreement. As consideration for these severance benefits, Ms. Muse-Salters will be required to execute a “general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions” relating to her employment with the Town.

C. Dismissal With Just Cause

Sections 11(C) & (D) of the Agreement also require a majority vote of the Commission to dismiss with just cause. The Agreement defines and limits “just cause” to the following eight enumerated reasons:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager’s duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.
7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

After the Commission by majority vote approves dismissal with just cause, “the Town Manager will be given a copy of the particulars. Within 60 days thereafter, if she so desires, the Town Manager has “the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning such allegations.” After the hearing, if the Commission by majority vote finds there is cause for dismissal, the Town Manager shall not be entitled to severance pay.

D. Commission Voted for Dismissal with Just Cause

At its regular meeting on January 8, 2020, the Commission considered ending Ms. Muse-Salters' Agreement. Before the Commission took a vote, Commissioner Jacobs brought up for discussion numerous issues regarding Ms. Muse-Salters' performance as Town Manager. Issues raised included, but were not limited to, Ms. Muse-Salters' failure to provide a weekly report to the Commission as requested by Mayor Mohammed and Commissioner Jacobs; excessive absenteeism and/or failure to be present at Town Hall during regular business hours; threats made by Ms. Muse-Salters to sue Vice-Mayor Clark; and Ms. Muse-Salters preparing the Town's budget to include for herself a cost of living adjustment (COLA) raise which was not authorized by the Agreement. A vote was called after discussion, and the Commission by majority vote dismissed Ms. Muse-Salters' with just cause. Mayor Mohammed and Commissioners Jacobs and Dieuveille made up the majority vote.

If the Commission adopts these Particulars, they will be provided to Ms. Muse-Salters, who shall then have the right to request a hearing as set forth in the Agreement. The Town must hold a hearing within 60 days of receiving such request by Ms. Muse-Salters. Should no request be received, then the Commission's vote on January 8, 2020, to dismiss Ms. Muse-Salters with just cause will be final.

IV. Particulars

Based upon the interviews and documents reviewed, the following Particulars support the Town dismissing Ms. Muse-Salters with just cause.

A. Unauthorized Cost of Living Adjustment (COLA) Salary Increase

Contrary to her Agreement, Ms. Muse-Salters included a COLA salary increase for herself when she prepared the Town budget, despite the fact that she had not been employed for one year. The Agreement provided for Ms. Muse-Salters receiving a COLA salary increase to the extent it is given to other Town staff. However, the Agreement clearly stated she would receive such an increase *only after one year* of the Agreement, which was executed on August 1, 2019.

Ms. Muse-Salters, with the assistance of Finance Director Mr. Taubenfeld, prepared the 2019-2020 Fiscal Year Budget, and presented it to the Commission for approval at a special meeting on or about September 23, 2019. The budget included a 3.46% COLA salary increase for Town staff *including* Ms. Muse-Salters, which increased her salary by more than \$5,000 (from \$150,000 to \$155,190). By doing so, Ms. Muse-Salters violated the terms of the Agreement, and misused public funds. Such conduct falls within the following definitions of conduct, which constitute "just cause" under the Agreement:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

The commission of any fraudulent act against the interest of the Town.

The commission of any act which involves moral turpitude, or which causes the Town disrepute.

At the time the budget was presented to the Commission, on or about September 23, 2019, Ms. Muse-Salters had been with the Town for less than two months. Certainly, the budget had been prepared for some time prior to the presenting it to the Commission. As Town Manager, Ms. Muse-Salters had the responsibility for ensuring that the contents of the budget were accurate, lawful, and supported. To that end, Ms. Muse-Salters assisted in preparing the 2019-2020 Fiscal Year Budget, and had the budget presented to the Commission.

Moreover, the evidence supports that this was not a mere oversight. Prior to presenting when the budget was presented to the Commission for approval, Ms. Muse-Salters separately discussed and showed the Commissioners a draft of the comprehensive budget. However, she failed to specifically discuss, point out, or even mention to the Commissioners that the budget included her receiving a COLA salary increase. After the budget was approved, Commissioner Jacobs through email correspondence questioned Ms. Muse-Salters about her receiving a COLA salary increase less than a year after she started. In response, Ms. Muse-Salters referred to her Agreement and falsely asserted it authorized her to receive a COLA salary increase.

The Agreement was clear and explicit on this point. It is unreasonable to believe Ms. Muse-Salters did not know about this term. Moreover, even if she is given the benefit of the doubt, once questioned by Commissioner Jacobs, it was incumbent upon Ms. Muse-Salters to check the Agreement, and to provide truthful information to the Commission.

B. Failure to Provide Monthly Reports and Refusal to Provide Weekly Executive Management Reports

Ms. Muse-Salters failed to provide the Commission written monthly reports detailing the progress and status of Town business, despite being required to as one of her delineated duties under the Town's Ordinances. Moreover, Ms. Muse-Salters engaged in insubordinate behavior by refusing repeated requests by Mayor Mohammed and Commissioner Jacobs to provide weekly reports of the status and progress of her work. Not until December 2019, or four months after starting as Town Manager, did Ms. Muse-Salters prepare a monthly report. Such conduct constitutes the following:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.

The following are the Town Manger's duties delineated in Chapter 2, Art. III, Div. 5, Sec. 2-94, of the Town's Ordinances:

- e. To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.
- g. The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day-to-day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.

The Commission has a reasonable expectation to be informed of the status of ongoing Town business and to be informed of the progress and status of the Town Manager's work. The Commissioners, however, more often than not did not know what tasks/projects Ms. Muse-Salters was working on and did not know the status and progress of her work.

Because of the lack of communication from Ms. Muse-Salters, Mayor Mohammed and Commissioner Jacobs independently requested Ms. Muse-Salters provide weekly reports. After Ms. Muse-Salters refused these verbal requests, Commissioner Jacobs reiterated his request in email correspondence with Ms. Muse-Salters in November 2019. In his email, Commissioner Jacobs provided guidance of what information he was seeking, and he asked Ms. Muse-Salters to provide the following information in the weekly reports: accomplishments for the week; goals for the following week; description of current Town projects with timelines; status of projects including a description of any complications, solutions and successes; complaints by any residents including resolution; and complaints by staff including resolutions.

Ms. Muse-Salters flatly refused to complete weekly reports and defiantly responded to Commissioner Jacobs' email by stating, "[I]f it was a requirement, then why wasn't it part of my contract agreement." Although the completion of weekly reports is not expressly set out in her Agreement, the Agreement expressly requires the Town Manager to "have the duties [and] responsibilities . . . under the Pembroke Park Ordinances." Under the Chapter 2, Art. III, Div. 5, Sec. 2-94, of the Ordinances, Ms. Muse-Salters duties included the following:

- h. To perform research and prepare reports as may be assigned by the Commission.
- r. To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.

In light of these listed duties, Mayor Mohammed and Commissioner Jacobs were well within their authority to request Ms. Muse-Salters prepare weekly reports. Nothing about the requested weekly reports was unreasonable and/or unduly burdensome. Other than claiming it was not part of her Agreement, Ms. Muse-Salters provided no explanation as to why she was unable and/or unwilling to comply with a simple request. Her flat refusal to comply with the reasonable requests of the Mayor and at least one Commissioner, and the defiant manner in which she communicated such refusal constitutes insubordinate behavior and violates those provisions cited above, which defined "just cause" in the Agreement.

C. Absence and Attendance

Ms. Muse-Salters often was not present at Town Hall and failed to notify the Commission and other employees of being absent from Town Hall. The Agreement required Ms. Muse-Salters to “dedicate *no less than* an average of forty (40) hours per week in the performance of her duties.” Section 3(B) (emphasis added). It was known Ms. Muse-Salters did not have a residence in South Florida and stayed in hotels during her employment. It was also known she would travel most weekends out of town, presumably to her residence in North Florida. Without regularly being present at Town Hall, Ms. Muse-Salters could not effectively perform her duties in managing the day-to-day operations of the Town. Moreover, Ms. Muse-Salters’ compensation and/or leave balance was not adjusted for her regular absences. Such conduct constitutes the following:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager’s duties and responsibilities.

Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

The Town’s HR Consultant Ms. Menegazzo has knowledge of Ms. Muse-Salters’ regular absence at Town Hall. Prior to being hired as the Town’s HR Consultant, Ms. Menegazzo worked as an independent contractor with the Town to perform a compensation study and perform a review of job descriptions. In October and November 2019, she worked at Town Hall approximately two to three days a week. During this time, she more often than not did not see Ms. Muse Salters present at Town Hall.

Commissioner Jacobs also has knowledge of Ms. Muse-Salters’ regular absence from Town Hall and Ms. Muse-Salters failing to notify the Commission of her absence. In September and October 2019, he had the opportunity to work at Town Hall on a nearly daily basis. He noticed that Ms. Muse-Salters was not present at Town Hall often, particularly on Mondays and Fridays. He suspected, as did other employees, Ms. Muse-Salters used Fridays to travel to her residence in North Florida and used Mondays to travel back to South Florida.

Also on December 5 and 6, 2019, Commissioner Jacobs was at Town Hall and could not locate Ms. Muse-Salters. On Thursday, December 5, Commissioner Jacobs’ assistant called him to come to Town Hall because the Town Superintendent Nicholas Pisi and another employee were involved in a heated argument. Commissioner Jacobs got to Town Hall and could not find Ms. Muse-Salters. Her assistant was also not present. He called Ms. Muse-Salters’ cell phone, but she could not be reached. Commissioner Jacobs asked employees at Town Hall about Ms. Muse-Salters, but no one knew where she was. The next day on Friday, December 6, Commissioner Jacobs came back to Town Hall on unrelated Town business. He again could not find Ms. Muse-Salters and her assistant was again not present. Again, no one he asked knew Ms. Muse-Salters’ whereabouts. It was not until near close of business on Friday, December 6 that Ms. Muse-Salters emailed the Commission and informed them she had been out of town in Tallahassee for the past two days (December 5 and 6).

In addition to observations by Ms. Menegazzo, Commissioner Jacobs, and other Town employees that Ms. Muse-Salters was often absent from Town Hall, Ms. Muse-Salters’ claims for reimbursement of her hotel stays demonstrate numerous work days she was not in town, and

therefore, could not have been present to work at Town Hall. After her dismissal on January 8, 2020, Ms. Muse-Salters retained counsel. Through her counsel, she demanded she be given the separation benefits under her Agreement claiming the Commission lacked just cause for her dismissal. Although not part of the Agreement, Ms. Muse-Salters also demanded reimbursement for her hotel stays during her employment. Her counsel provided Town attorney Christopher Ryan documentation of her hotel stays in support of her claim

Since she did not have a residence in South Florida, the days for which she did not make a claim for hotel stays were presumably days on which she was not in South Florida and could not have been present at Town Hall to perform her duties. Excluding holidays, days on which the Town's Finance Department (payroll/accounts receivable) accounted for leave, and days on which Ms. Muse-Salters claimed she attended work conferences, the following represents a non-exhaustive list of nine work days for which Ms. Muse-Salters, through her counsel, did not seek reimbursement for overnight stays: August 5, 6, 19; September 5, 6, 20, 27, 30; and November 8.

Additional findings support and demonstrate Ms. Muse-Salters was not present at Town Hall and/or did not perform significant work on these nine days. Swipe card records obtained by Commissioner Jacobs show when Ms. Muse-Salters used her swipe card to enter Town Hall, and there was no record of her using her swipe card on these nine workdays. Moreover, there were numerous other days on which there was no record of Ms. Muse-Salters using her swipe card to access Town Hall, which further demonstrates her frequent absence from Town Hall. Information obtained from IT Director Pakula shows Ms. Muse-Salters on these nine days did not login in remotely with her computer and only engaged in nominal email activity on her phone.

Conservatively using Ms. Muse-Salters' starting salary of \$150,000 rather than her salary after her unauthorized 3.4% COLA increase, her salary for an eight-hour workday is approximately \$577. Accordingly, Ms. Muse-Salters received approximately \$5,200 in salary for these nine workdays on which Ms. Muse-Salters was not at Town Hall and did not perform work or only performed nominal work.

D. Failure to Communicate with Department Heads and Staff

Ms. Muse-Salters failed to effectively communicate and manage the Town's department heads and staff. Such conduct constitutes the following:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

The delineated duties under Chapter 2, Art. III, Div. 5, Sec. 2-94(m), of the Town's Ordinances required Ms. Muse-Salters to "coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission [and] to hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above." Ms. Muse-Salters failed to perform these duties.

In December 2019, HR Consultant Ms. Menegazzo organized a staff meeting and a department head meeting in which she invited Ms. Muse-Salters to participate. Ms. Menegazzo recalled there may have been a staff meeting when Ms. Muse-Salters first started in August 2019. Because she was not aware of any staff meetings or department head meetings since Ms. Muse-Salters began employment, Ms. Menegazzo organized the meetings in December 2019. At both the staff meeting and the department head meeting, employees including Superintendent Pisi mentioned there had not been any regular staff meetings and department head meetings for some time.

E. Failure to Meet Deadline to Submit Audit Report to the Joint Legislative Audit Committee

The Town, as a local governmental entity, has a statutory obligation to submit for each fiscal year an audit report and financial report to the State of Florida Joint Legislative Auditing Committee (JLAC). As Town Manager, Ms. Muse-Salters was responsible for ensuring the timely submission of the Town's audit report for the 2017-2018 fiscal year, but she failed to do so. Such conduct constitutes the following:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.

The Town had retained a CPA firm to conduct a financial audit for fiscal year 2017-2018. Ms. Muse-Salters was responsible for coordinating with the CPA firm to have the audit report completed and presented to the Commission for approval so the audit report could be submitted to the JLAC by the deadline of December 16, 2019. Ms. Muse-Salters, however, delayed in having the audit report presented to the Commission for approval in advance of the December 16 deadline. Instead, Ms. Muse-Salters had the audit report presented to the Commission at a December 18 meeting, after the deadline. After the Commission approved the audit report, Mayor Mohammed had to obtain permission from JLAC to submit the Town's audit report after the deadline. If Mayor Mohammed had not obtained permission to submit the Town's audit report after the deadline, the Town potentially risked not being eligible to receive its revenue share from the State of Florida.

F. Lack of Progress and/or Completion of Projects and Initiatives

As Town Manager, Ms. Muse-Salters was tasked with various initiatives and projects for which she failed to demonstrate any meaningful progress and/or failed to complete. Such conduct constitutes the following:

Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.

Neglect of duty, including the inability or unwillingness to properly discharge the

responsibilities of office.

1. Review and Renewal of Town Contracts

Prior to when Ms. Muse-Salters became Town Manager in August 2019, the Town had significant issues with its contract management. In this regard, in February 2018, the Town was the subject of a critical investigative report completed by the Broward County Office of Inspector General (OIG), which concluded the Town circumvented competitive solicitation requirements with regard to the Town's contract for engineering services.

As part of its efforts to address the adverse findings in the OIG Report, the Town retained Florida League of Cities advisor Bob Inzer, who conducted an organizational audit. In his audit, Mr. Inzer noted the Town learned of its contract issues with its engineer only because of the OIG investigation. Mr. Inzer recommended the Town review *all* its contractual relationships for professional services and other vendors to ensure compliance with competitive solicitation requirements. The Town also retained the services of Management Consultant Oel Wingo to assist in reviewing, updating, and making recommendations regarding policies and procedures for major Town functions including procurement, management, and staff administration.

Before Ms. Muse-Salter's first day of employment, Mayor Mohammed sent her both the organizational audit report prepared by Mr. Inzer and the recommendations by Ms. Wingo. When Ms. Muse-Salters first began employment, Commissioner Jacobs provided her the recommendations by Ms. Wingo. Mayor Mohammed and Commissioner Jacobs discussed with Ms. Muse-Salters the findings set out in the documents and informed her the findings should serve as a "blueprint" of some of the major issues with the Town operations, with the expectation that, as the incoming Town Manager, she would address them. Both the Mayor and the Commissioner specifically expressed to Ms. Muse-Salters their expectation for her to review and update, as needed, the Town's contracts for professional and other services.

Ms. Muse-Salters, however, failed to demonstrate sufficient progress in reviewing and/or updating contracts, many of which were expired and had not been out for bid in many years. Expired contracts included those for auditing, legal services, information technology, and planning services. The need for RFP's for these services were discussed at Commission meetings attended by Ms. Muse-Salters. However, she continued to delay in preparing the solicitations, and it was not until four months after she had been Town Manager that drafts of RFP's for these services were presented to the Commission at its December 11, 2019 meeting. In addition to her delay in preparing these RFP's, she also inexplicably assigned Mayor Mohammed the task of preparing the RFP for legal services.

2. Inventory of Town Property

Because Town property was not properly inventoried, several pieces of property were missing and/or could not be accounted for, including generators and portable air conditioning units. Mayor Mohammed had discussed with Ms. Muse-Salters the need to complete an updated inventory of Town property as a way to track property and prevent theft. Ms. Muse-Salters failed to take sufficient action to ensure this inventory audit was completed.

3. *Cost-Saving Analysis of Police and Fire Rescue Services and Building Department Positions*

During the selection process when the Town hired Ms. Muse-Salters, she informed the Commission she had previous experience with creating a city police department for another city for which she previously worked. The Town does not have its own police or fire departments; instead, it contracts with the Broward County Sheriff's Office for law enforcement and fire services. Based on Ms. Muse-Salters' experience, the Commission discussed with her bringing police and fire services internally as a way to save costs. Mayor Mohammed and Commissioner Jacobs both had discussions with Ms. Muse-Salters about establishing the Town's own police and fire services. However, Ms. Muse-Salters failed to demonstrate satisfactory progress in bringing police and fire services internally. Moreover, Ms. Muse-Salters inexplicably assigned the task of developing the Town's own police department back on Commissioner Jacobs.

Mayor Mohammed also had discussions about her expectation for Ms. Muse-Salters to conduct an analysis to determine whether costs could be reduced by outsourcing or contracting out various positions within the Town's Building Department. Ms. Muse-Salters failed to demonstrate any progress with this initiative.

4. *Providing Safety Equipment and Addressing Building Repairs*

Employees working in the buildings housing the Town's public works and parks departments lodged several complaints about not feeling safe because of building defects, which needed repair. These employees also repeatedly requested safety equipment such as face masks for use when spraying insecticides. Ms. Muse-Salters failed to address these complaints and requests, and she failed to implement any plan for building repairs or to procure the safety equipment requested by employees.

G. Unprofessional Behavior

Ms. Muse-Salters engaged in unprofessional behavior. Such conduct constitutes the following:

The commission of any act which involves moral turpitude, or which causes the Town disrepute.

During her employment, Ms. Muse-Salters openly made inappropriate comments about Commissioners. When she first began employment, Ms. Muse-Salters and Vice Mayor Clark did not get along. During that time, Ms. Muse-Salters was overheard calling Vice Mayor Clark a racist. In one instance, Commissioner Jacobs had to intervene when Ms. Muse-Salters and Vice Mayor Clark were involved in a heated argument. Ms. Muse-Salters also treated Mayor Mohammed with disrespect. Ms. Muse-Salters, in front of other employees, made comments about the way Mayor Mohammed dressed. She also threatened, without any basis, to file a bar complaint against Mayor Mohammed who is a licensed attorney. Ms. Muse-Salters also has been disrespectful towards

Commissioner Jacobs. She has been overheard calling him a “redneck bigot” and a “chauvinist pig” without any basis.

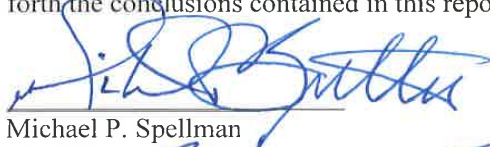
When the Commission voted to dismiss her on January 8, 2020, Ms. Muse-Salters was escorted to her office presumably to gather her personal belongings. She spent several hours in her office before leaving Town Hall that evening. It was later discovered documents were missing from her office, including grant proposals on which Ms. Muse-Salters had been working and documents received from the State Fire Marshal. Since her dismissal, these documents have not been located. To the extent Ms. Muse-Salters destroyed documents; such conduct would be in violation of Florida’s Public Records law under Chapter 119, Florida Statutes.

V. Conclusion

Ms. Muse-Salters’ conduct and performance as Town Manager, as detailed in these Particulars, fully supports the Commission’s vote on January 8, 2020, to dismiss Ms. Muse-Salters with “just cause” as defined by section 11(B) of the Agreement. During her four-month tenure as Town Manager, Ms. Muse-Salters engaged in a pattern of unresponsive, ineffective, and, at times, insubordinate behavior towards members of the Commission and the operations of the Town. Her actions with regard to preparing the Town Budget to include an unauthorized salary increase, as well as her frequent absences from Town Hall for which she did not account for by properly requesting leave, financially impacted the Town. Moreover, even though Commissioners discussed and made clear to Ms. Muse-Salters their expectations on certain initiatives and projects, she failed to demonstrate satisfactory progress and/or completion of these initiatives and projects.

VI. Statement of Completion

This investigation has been completed by the undersigned and all material information and evidence discovered in the course of the investigation has been reviewed and considered in setting forth the conclusions contained in this report.



Michael P. Spellman



Elmer C. Ignacio

Sniffen & Spellman, P.A.
123 North Monroe Street
Tallahassee, Florida 32301
May 22, 2020

RESOLUTION NO. 2020-102

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE LIST OF PARTICULARS SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS PREPARED BY SNIFFEN & SPELLMAN, P.A. DATED MAY 22, 2020; AUTHORIZING AND DIRECTING THE TOWN STAFF TO DELIVER A COPY OF THE LIST OF PARTICULARS SUPPORTING JUST CAUSE DISMISSAL OF AGATHA MUSE-SALTERS TO LEGAL COUNSEL FOR AGATHA MUSE-SALTERS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission at its regular meeting on January 8, 2020 discussed numerous issues relating to the job performance of Town Manager Agatha Muse-Salters which included, but were not limited to Ms. Muse-Salters' failure to provide periodic reports to the Town Commission, excessive absenteeism and or failure to be present at Town Hall during regular business hours, threats made by Ms. Muse-Salters against Town Commissioner, the unauthorized inclusion of a cost of living adjustment raise for Ms. Muse-Salters by her in the Town budget and other related matters; and

WHEREAS, the Town Commission by majority vote dismissed Agatha Muse-Salters from her employment as Town Manager with just cause on January 8, 2020; and

WHEREAS, the Employment Agreement between Town and Agatha Muse-Salters requires the Town Commission to provide the Town Manager a written copy of the particular matters which form the basis for her termination with just cause by the Town Commission; and

WHEREAS, the Law Firm of Sniffen & Spellman, P.A. has completed the List of Particulars required by the foresaid Employment Agreement and the Town Commission desires to approve and adopt said List of Particulars at this time.

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

Section 1: That the above recitals are true and correct and are incorporated in this resolution by reference herein.

Section 2: That the Town Commission does hereby adopt and approve the Town of Pembroke Park: List of Particulars Supporting Just Cause Dismissal of Agatha Muse-Salters dated May 22, 2020 as prepared by Sniffen & Spellman, P.A., a copy of said List of Particulars Supporting Just Cause Dismissal of Agatha Muse-Salters is attached hereto as Exhibit 1, and by reference made a part hereof.

Section 3: That the Town staff is directed to deliver a copy of the Town of Pembroke Park: List of Particulars Supporting Just Cause Dismissal of Agatha Muse-Salters dated May 22, 2020 to legal counsel for Agatha Muse-Salters.

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.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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RESOLUTION NO. 2020-099

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING PAYMENT FOR THE SETTLEMENT OF CIVIL LITIGATION STYLED ROBERT PATTERSON, PLAINTIFF, VS. TOWN OF PEMBROKE PARK, DEFENDANT; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert Patterson has filed an employment related law suit against Town demanding financial damages be paid from Town; and

WHEREAS, Town and Patterson have reached an agreement on the terms to settle the pending litigation which requires Town to pay a portion of the settlement amount.

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

Section 1: That the Town Commission hereby authorizes and directs the payment in the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS as the Town's contribution to settle the litigation styled Robert Patterson, Plaintiff, vs. Town of Pembroke Park, Defendant, Case Number CACE-18-026575 pending in the Circuit Court in the 17th Judicial Circuit in and for Broward County, Florida.

Section 2: That the Mayor and appropriate Town officials are authorized and directed to execute any and all documents necessary to complete the settlement of the litigation referenced herein.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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TOWN OF PEMBROKE PARK

Special Commission Meeting

Commission Chambers

3152 SW 52 Avenue

Pembroke Park, FL 33023

Monday, May 4, 2020

6:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Assistant Town Manager Newall Daughtrey
Town Attorney Chris Ryan
Public Services Director Todd Larson
Interim Deputy Clerk Marlen D. Martell

SPECIAL COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Monday, May 4, 2020

TIME: 6:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (312) 757-3129

Access Code: 245-251-317

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com.

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All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@townofpembrokepark.com

CALL TO ORDER by Vice Mayor Clark at 6:09 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:09 pm by Vice Mayor Clark. Present at the meeting were Vice Mayor Clark; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuville. Mayor Mohammed was absent.

Additional staff attended via phone: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Todd Larson, Public Services Director, Interim Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown ; Administrative Assistant to the Town Manager Dierdre Davis; Chief Code Officer Jeffrey Louis; Interim Building Official Miguel Nunez; Building Administrative Assistant Lucy Manzerolle; Consultant Planner Michael Miller

PLEDGE OF ALLEGIANCE led by Commission.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

These items will be removed from the Agenda:

Item 9a. Personnel manual

Item 13b. Letter to JAG-C

Item 8a. Meeting Minutes April 8, 2020 Workshop Meeting

13e. Cleaning/ disinfecting of Town Hall was added to the agenda

Motion to remove items 9a, 13b, 8a (Workshop Meeting Minutes April8, 2020) and to add 13e was made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 4-0**

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PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

Interim Deputy Clerk Marlen Martell read into the record a memorandum regarding clarification on Town Policies and procedures (See Attached)

Attorney Ryan to forward to Interim Marlen Martell a copy regarding Commissioners are liaisons and are not to give directives.

FINANCE DEPARTMENT

Bills over \$500.00

Clerk Commissioner Jacobs motioned to accept bills over \$500.00, seconded by Commissioner Dieuveille, **MOTION PASSED 4-0.**

Vice Mayor Clark directed the Assistant Town Manager to look into Finance and Purchases regarding misuse of funds.

ADOPTION OF MINUTES

April 8, 2020 Workshop Meeting (REMOVED FROM AGENDA)

April 16, 2020 Executive Meeting

Clerk Commissioner Jacobs motioned to adopt April 16, 2020 Meeting Minutes, seconded by Commissioner Cohen, **MOTION PASSED 4-0.**

POLICY AND PROCEDURES DISCUSSION

Personnel Manual (REMOVED FROM AGENDA)

REPORTS OF COMMITTEES AND CITY STAFF

NONE

ORDINANCES

Motion to adopt Ordinance No. 2020-004 Floodplain Ordinance was made by Clerk Commissioner Jacobs, Seconded by Commissioner Cohen, **MOTION PASSED 4-0.**

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING

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SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Item Added to the May 13, 2020 Workshop.

RESOLUTIONS

Motion to adopt Resolution No. 2020-049 Insight Public Sector, Inc., was made by Commissioner Cohen, seconded by Commissioner Dieuveille, **MOTION PASSED 4-0.**

RESOLUTION NO. 2020-049

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH INSIGHT PUBLIC SECTOR, INC; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 2020-050 Flagler Technologies, LLC annual fees, was made by Clerk Commissioner Jacobs, seconded by Commissioner Dieuveille, **MOTION PASSED 4-0.**

RESOLUTION NO. 2020-050

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC FOR MICROSOFT OFFICE 365 EXCHANGE ONLINE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 2020-051 Flager Technologies, LLC, was made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 4-0.**

RESOLUTION NO. 2020-051

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FLAGLER TECHNOLOGIES, LLC; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 2020-052 Engineering Contract with Keith and Associates was made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 4-0.**

RESOLUTION NO. 2020-052

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT WITH KEITH & ASSOCIATES, INC.; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID FIRST AMENDEMNT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 2020-053 Copier Contract was made by Commissioner Dieuveille, seconded by Clerk Commissioner Jacobs, **MOTION PASSED 4-0**

RESOLUTION NO. 2020-053

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELTA BUSINESS SOLUTIONS TO PURCHASE PHOTOCOPIERS AND MAINTENANCE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 2020-054 Motor Vehicle Transfer was made by Commissioner Cohen, seconded by Commissioner Dieuveille, **MOTION PASSED 4-0.**

RESOLUTION NO. 2020-054

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING INTERDEPARTMENTAL TRANSFER OF A MOTOR VEHICLE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

DISCUSSION/MOTION

Professional Engineering Services Renewal - CCNA - Vice Mayor Clark, Town Attorney Ryan
Drainage and Roadway Proposal
Grant Projects
Sanitary Sewer
Keith and Associate Proposal
Item Tabled until next meeting 05 12 2020
Letter to JAG-C (REMOVED FROM AGENDA)
Item removed from the agenda

Motion to approve Terminate Public Works Director Todd Larson by Commissioner Cohen, seconded Clerk Commissioner Jacobs, **MOTION PASSED 3-1**, Vice Mayor Clark opposed.

RESOLUTION NO. 2020-055

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, TERMINATING THE EMPLOYMENT OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2020-056 VOIDED

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING THE RESIGNATION OF PUBLIC SERVICES DIRECTOR TODD LARSON; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

Cleaning of Town Hall

Motion to deny cleaning of Town Hall made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 3-1**, Vice mayor Clark opposed

Amended motion to also reopen Town Hall Building 5 05 2020, made by Commission Cohen, seconded by Commissioner Dieuveille, **MOTION PASSED 3-1**, Vice Mayor Clark opposed

Original amended Motion is for Town Hall not to be cleaned and the Town Hall Building is to be reopened 05 05 2020 for essential employees made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 3-1**, Vice Mayor Clark opposed

Possible Selection of Town Manager - HR Director Menegazzo

Motion to submit Friday 05 08 2020 by 5pm top five (5) candidates made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 4-0**.

Motion to have results made at next Commission Meeting to be held May 13, 2020 made by Clerk Commissioner Jacobs, seconded by Commissioner Cohen, **MOTION PASSED 4-0**.

ASSISTANT TOWN MANAGER COMMENTS - NONE

ATTORNEY COMMENTS - NONE

DEPUTY CLERK COMMENTS

Future meeting discussion
2020 Calendar

COMMISSIONER COMMENTS

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Vice Mayor Clark- None

Clerk Commissioner Jacobs - None

Commissioner Cohen – Commissioner Cohen stated that she is glad that the Town is moving forward and Putting a Manager in place, she also thanked the Commission for making right decisions and, to put Commission meetings back on schedule.

Commissioner Dieuveille- None

Assistant Town Manager Daughtrey – Concerned about checks not being signed.

ANNOUNCEMENTS

Hosting a food give a way on Saturday

ADJOURNMENT

With no further items for discuss, meeting adjourned at 8:01pm. Vice Mayor Clark motioned for adjournment, seconded by Clerk Commissioner Jacobs, **MOTION PASSED 4-0.**

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Wednesday, May 13, 2020.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Interim Deputy 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)

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Town of Pembroke Park
Regular Commission Meeting
May 4, 2020

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



TOWN OF PEMBROKE PARK
Virtual Regular Commission Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Wednesday, May 13, 2020
7:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuveille

Assistant Town Manager Newall Daughtrey
Town Attorney Chris Ryan
Interim Deputy Clerk Marlen D. Martell

VIRTUAL REGULAR COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Wednesday May 13, 2020

TIME: 7:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 866 899 4679

United States: +1 (646) 749-3117

Access Code: 249-019-373

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Interim Deputy Clerk at townclerk@townofpembrokepark.com.

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Town of Pembroke Park
Regular Commission Meeting
May 13, 2020

All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Interim Deputy Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@townofpembrokepark.com

CALL TO ORDER by Mayor Mohammed at 7:02 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:02 pm by Mayor Mohammed. Present at the meeting were Mayor Mohammed; Vice Mayor Clark; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance via telephone were: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Interim Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown ; Administrative Assistant to the Town Manager Dierdre Davis; Chief Code Officer Jeffrey Louis; Interim Building Official Miguel Nunez; Building Administrative Assistant Lucy Manzerolle; Consultant Planner Michael Miller; BTR/Billing Michelle Grooms, IT Director Mark Pakula and HR Director Yolanda Menegazzo.

PLEDGE OF ALLEGIANCE led by Commission.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

The agenda was amended adding 16.a additional support documents for the position of Town Manager 16.b CSLIP professional service cost and amending Bills over \$500 to include CSLIP engineer's report.

MOTION TO AMEND THE AGENDA BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS. **MOTION PASSED 5-0.**

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

NO COMMENTS SUBMITTED

REPORTS OF COMMITTEES AND CITY STAFF

Captain Coker provided for the review of the Commission the Broward County's April monthly report.

CONSENT AGENDA

Bills Over \$500

ADOPTION OF MINUTES

04 08 2020 Workshop Minutes

04 22 2020 Special Minutes

04 27 2020 Special Minutes

MOTION APPROVING CONSENT AGENDA BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUEVILLE. **MOTION PASSED 5-0.**

FINANCE DEPARTMENT

A MOTION WAS MADE **NOT** TO WAIVE HAPPY ISLAND FALSE ALARM FEES BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER COHEN. **MOTION DIED 3-2**, OPPOSED COMMISSIONER DIEUEVILLE, VICE MAYOR CLARK AND MAYOR MOHAMMED.

A second motion was made by Commissioner Dieuveille, seconded by Vice Mayor Clark approving to waive \$300.00 of Happy Island False Alarm Fees. **MOTION PASSED 3-2.** COMMISSIONER COHEN AND CLERK COMMISSIONER JACOBS OPPOSED.

A MOTION WAS MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUEVILLE TO Refund \$250.00 to Peoples Pawn Shop. **MOTION PASSED 5-0.**

Clear Channel Outdoor Seeking Immediate Relief was TABLED BY COMMISSIONER COHEN, SECONDED BY VICE MAYOR CLARK. **MOTION PASSED 5-0.**

MOTION TO APPROVE Tuition Reimbursement FOR JOSELINE RAMIREZ BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUEVILLE. **MOTION PASSED 5-0.**

HUMAN RESOURCES

MOTION BY CLERK COMMISSIONER JACOBS, SECONDED BY VICE MAYOR CLARK TO HIRE JUAN C. JIMENEZ AS TOWN MANAGER. **MOTION PASSED 4-1**, MAYOR MOHAMMED OPPOSED.

VICE MAYOR CLARK MOTIONED FOR HR DIRECTOR MENEGAZZO AND TOWN ATTORNEY RYAN TO NEGOTIATE THE TOWN MANAGER'S CONTRACT, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Clerk Commissioner Jacobs directed the Interim Town Clerk to provide furniture for the Town Manager and change the office to a neutral color.

Open position updated by Human Resource Director Menegazzo updated the Commission about open positions such as; Town Engineer, IT Director, Parks Manager, etc...

Human Resources Director Menegazzo will be providing for the employees Customer Service and Professional Communication in the Workplace training.

A discussion took place regarding the job description of the Administrative Services Director/Deputy Town Clerk. Attorney Ryan stated they position is not of a Deputy Clerk, but should be changed to Town Clerk. Discussion continued and Attorney Ryan would look into possible changes to the ordinance.

RESOLUTIONS

RESOLUTION NO. 2020-057

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO EXECUTE A PARTIAL RELEASE OF DECLARATION OF UNITY OF TITLE RELATING TO EXCELENTE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID PARTIAL RELEASE OF DECLARATION OF UNITY OF TITLE FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION MADE BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS APPROVING RESOLUTION 2020-057. **MOTION PASSED 5-0.**

RESOLUTION NO. 2020-058

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER TO WORK AUTHORIZATION #8 WITH KEITH & ASSOCIATES, INC. FOR SW 30TH AVENUE STORMWATER DRAINAGE PROJECT; AUTHORIZING AND DIRECTING THE MAYOR

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AND TOWN OFFICIALS TO EXECUTE SAID WORK AUTHORIZATION #8 FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ATTORNEY RYAN STATED THIS PROJECTED NEEDED TO GO OUT FOR BID.

RESOLUTION 2020-031

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER TO WORK AUTHORIZATION #6 WITH KEITH & ASSOCIATES, INC FOR SW 30TH AVENUE SANITARY SEWER PROJECT**; AUTHORIZING AND DIRECTING THE MAYOR AND TOWN OFFICIALS TO EXECUTE SAID WORK AUTHORIZATION #6 FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED ASKED IF THE TOWN HAD FUNDING FOR THIS PROJECT. WITHOUT FUNDING THIS ITEM WAS TABLED UNTIL FUNDING BECOMES AVAILABLE.

RESOLUTION NO. 2020-059

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS THE TOWN'S PROJECT POINT OF CONTACT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE SW 25TH STREET DRAINAGE PHASE I PROJECT; AUTHORIZING THE ASSISTANT TOWN MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE APPOINTMENT; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-059 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

RESOLUTION NO. 2020-060

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS THE TOWN'S PROJECT POINT OF CONTACT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE JOHN P. LYONS LANE DRAINAGE PHASE I PROJECT; AUTHORIZING THE ASSISTANT TOWN MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE APPOINTMENT; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE RESOLUTION 2020-060 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. MOTION PASSED 5-0.

RESOLUTION NO. 2020-061

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS THE TOWN'S REPRESENTATIVE ON THE BROWARD METROPOLITAN PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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MOTION TO APPROVE RESOLUTION 2020-061 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

ORDINANCES

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, **FLOOD PREVENTION AND PROTECTION**; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

THIS ORDINANCE WILL BE PLACED ON THE AGENDA FOR SECONDED READING ON THE JUNE 10TH REGULAR COMMISSION MEETING.

TOWN BUSINESS

Vice Mayor Clark discussed the project list and directed the Assistant Public Works Director Jacques to work with Keith and Associates to create a conceptual drawings for the canopy used during the COVID-19 food giveaway. In addition, to seek other avenues of funding for the canopy.

THE ASSISTANT PUBLIC SERVICES DIRECTOR WAS DIRECTED TO SUBMIT CONCEPTIONAL DRAWINGS PREPARED BY KEITH AND ASSOC. FOR THE CANOPY TO BE FUNDED BY FEMA. IN ADDITION, SEEK OTHER FUNDING SOURCES FOR THE CANOPY AND TRY TO GET A JACK PALLET USED DURING THE FOOD DRIVE AND REIMBURSABLE BY FEMA.

FEMA monitoring discussion:

DISCUSSION ABOUT THE RFP PROCESS FOR THE FEMA MONITORING COMPANY – TOWN ATTORNEY WOULD CREATE THE RFP.

DISCUSSION

The Commission discussed event compensation time and directed Mr. Daughtrey, Mrs. Menegazzo and Mr. Taubenfeld to provide the Commission with the answers to the following questions at the workshop meeting on May 27th.

1. ROTATING SCHEDULE TO AVOID OVERTIME
2. FEMA REIMBURSEMENT
3. SCHEDULE OF EVENTS

4. LOOK AT SALARY TO MAKE ADJUSTMENTS
5. TIME SPENT ON EACH COMMISSIONER'S EVENTS

The Commission discussed cancelling meetings scheduled for the months of July and August. MOTION BY CLERK COMMISSIONER JACOBS, SECONDED BY VICE MAYOR CLARK TO CANCELLED MEETINGS FROM JUNE 11TH UNTIL AUGUST 25TH, SPECIAL MEETINGS CAN BE CALLED, IF NEEDED. MOTION PASSED 5-0.

Mayor Mohammed passed the gavel to Vice Mayor Clark.

A discussion regarding the signing of the minutes. Moving forward the minutes will be signed by the Deputy Town Clerk.

MOTION MADE BY MAYOR MOHAMMED FOR THE MINUTES TO BE SIGNED BY THE DEPUTY TOWN CLERK, SECONDED BY COMMISSIONER DIEUVEILLE.
MOTION PASSED 4-1. COMMISSIONER COHEN OPPOSED.

Deputy Town Clerk stated the Finance Department needs a number of minutes and resolutions for the audit. Discussion took place regarding resolutions and minutes that had not been fully executed since 2017.

A MOTION WAS MADE BY MAYOR MOHAMMED, SECONDED BY CLERK COMMISSIONER JACOBS FOR THE TOWN ATTORNEY TO VERIFY THE ACCURACY OF THE UNSIGNED RESOLUTIONS. **MOTION PASSED 5-0.**

VICE MAYOR ASKED FOR A MOTION THAT HE WAS GIVEN THE AUTHORITY TO SIGN PENDING RESOLUTIONS. MOTION WAS MADE BY MAYOR MOHAMMED, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

FOR YOUR INFORMATION

JLAC letter was included in the agenda for informational purposes.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Commission Town Manager Selection ranking sheets were added to the agenda.

CSLIP utilizing professional engineering services by Keith and Associates was added to the agenda not to exceed \$5,000.00. REVISED BILLS OVER \$500 NOT APPROVED WITH ADDITIONAL \$5,000

MOTION BY MAYOR MOHAMMED, SECONDED BY COMMISSIONER DIEUVEILLE.
MOTION PASSED 5-0.

COMMISSIONER REPORTS

ATTORNEY REPORTS

TOWN MANAGER REPORTS

ANNOUNCEMENTS

Everbridge has replaced CODE RED, to received Town notifications residents are being asked to register at the Town of Pembroke Park Homepage and click on Everbridge image to sign up.

Flyer of COVID-19 Testing Centers

Broward College Flyer

Food Giveaway continues every Saturday

ADJOURNMENT

With no further items for discuss, meeting adjourned at 10:58pm. Mayor Mohammed motioned for adjournment, seconded by Clerk Commissioner Jacobs, **MOTION PASSED 5-0.**

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Wednesday, May 27, 2020.

Commission approved on: , 2020

ATTEST:

(SEAL)

Marlen D. Martell, Interim Deputy 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

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Town of Pembroke Park
Regular Commission Meeting
May 13, 2020

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

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

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



TOWN OF PEMBROKE PARK
Virtual Regular Commission Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Wednesday, June 10, 2020
7:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuveille

Assistant Town Manager Newall Daughtrey
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D. Martell

VIRTUAL REGULAR COMMISSION MEETING MINUTES

VIRTUAL MEETING INSTRUCTION

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

DATE: Wednesday June 10, 2020

TIME: 7:00 P.M.

Town Hall is closed to the public.

Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): 1 877 568 4106

United States: +1 (312) 757-3129

Access Code: 436-856-349

During the meeting you can submit a text or leave a message at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments two hours prior to the meeting by email to the Deputy Town Clerk at townclerk@townofpembrokepark.com.

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All comments submitted by email that, if read orally, are limited to three minutes or less and shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Deputy Town Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235
townclerk@townofpembrokepark.com

CALL TO ORDER by Mayor Mohammed at 7:14 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:14 pm by Mayor Mohammed. Present at the meeting were Mayor Mohammed; Vice Mayor Clark; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance via telephone were: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown ; Administrative Assistant to the Town Manager Dierdre Davis; Chief Code Officer Jeffrey Louis; Interim Building Official Miguel Nunez; Building Administrative Assistant Lucy Manzerolle; Consultant Planner Michael Miller; BTR/Billing Michelle Grooms, IT Director Mark Pakula, HR Director Yolanda Menegazzo and other staff.

PLEDGE OF ALLEGIANCE led by Commission.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Mayor Mohammed opened the meeting for Public Comment. None
Joy Brown stated that a phone call came in regarding management companies raising rent for some residents. Attorney Ryan stated that those residents should call Broward County Consumer Protection number 954.765.1700 Option 3.

June 15, 2020 hot food Distribution by a non-profit distribution

REPORTS OF COMMITTEES AND CITY STAFF

Fire Chief Kane provided for the review of the Commission the Fire Department's May's monthly report.

Captain Coker will send report out for the month of May

Mayor Mohammed stated that the BSO is dropping food off to our seniors in the Community

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA.

The following items were removed:

10g Organizational Chart but left pt. gardener position.

10g Organizational Chart, forwarded to the Workshop August 26th meeting

10h IT Position

14b Coca Cola

14c Cluster mailboxes with key/locks for each Commissioner.

Clarification Ordinance 2020-002 supporting document was re-uploaded.

The Police Professional service resolution and contract were uploaded to item 13.c

MOTION TO ADOPT THE CONSENT AGENDA WITH CHANGES MADE BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS. MOTION PASSED 5-0.

Lobbyist Reports attached for Commission review.

CONSENT AGENDA

ADOPTION OF MINUTES

2018 Minutes (see attached list)

TC 2018-2019 Resolutions (see attached list)

03 12 2020 Regular Minutes

05 27 2020 Special Minutes

05 27 2020 Workshop Minutes

06 01 2020 Special Commission Meeting

Bills Over \$500.00 - Assistant Finance Director Taubenfeld

Employee Leave Summary as of 6-4 - Assistant Finance Director Taubenfeld

Bank Balances - Assistant Finance Director Taubenfeld

Budget Performance May 31, 2020 - Assistant Finance Director Taubenfeld

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Purchase of vehicle - Building Department - Interim Building Director Nunez

RESOLUTION NO. 2020-074

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER AN AGREEMENT WITH **COGGIN CHEVROLET AT THE AVENUES FOR THE PURCHASE OF ONE MOTOR VEHICLE**; AUTHORIZING THE TOWN MANAGER AND APPROPRIATE TOWN OFFICIALS TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE MOTOR VEHICLE; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Florida Association of Code Enforcement Conference - Code Enforcement Supervisor Louis

Awning Replacement - Project Manager Woodbury, Assistant Public Services Director Jacques

Elevator Maintenance Agreement - Project Manager Woodbury, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-073

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER AN AGREEMENT WITH **OTIS ELEVATOR COMPANY** FOR MAINTENANCE OF THE TOWN'S ELEVATOR EQUIPMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Janitorial Service Contract - Project Manager Woodbury, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-067

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER AN AGREEMENT WITH **CLEAN SPACE, INC. FOR JANITORIAL SERVICES**; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Document Management Services selecting Information Consultants, Inc. - Attorney Ryan

RESOLUTION NO. 2020-072

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SELECTING **INFORMATION CONSULTANTS, INC. TO PROVIDE DOCUMENT MANAGEMENT SERVICES TO TOWN**; AUTHORIZING THE TOWN TO ENTER INTO A CONSULTING AGREEMENT WITH INFORMATION CONSULTANTS, INC.; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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Emergency Declaration - Mayor Mohammed, Town Attorney Ryan

DISCUSSION: STAYING IN COMPLAINT WITH STATE AND COUNTY TO HOLD CODE ENFORCEMENT MEETS TAKING PROPER PRECAUTIONS.

MOTION APPROVING CONSENT AGENDA BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS. **MOTION PASSED 5-0.**

FINANCE DEPARTMENT

Comcast Invoice - Project Manager Woodbury, Assistant Public Services Director Jacques

MOTION APPROVING THE COMCAST INVOICE NOT TO EXCEED \$2,163.97 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Clean up authorization for Waste Management - Code Enforcement Supervisor Louis Clean up amount not to exceed \$2,500.00 for 1708 SW 31 Avenue R.O.W.

NO ACTION TAKEN, ANY OCCURRENCES WILL BE BROUGHT BACK IN FRONT OF THE COMMISSION

Pump Replacement for Lift Station #31 Located at 2250 SW 30th Ave. sole source purchase as per Section 2-126.c.3- Vice Mayor Clark, Assistant Finance Director Taubenfeld, Assistant Public Services Director Jacques

MOTION APPROVING LIFT STATION 31 NOT EXCEEDING \$6,000.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Repair of SW 52nd Avenue Main Sewer Line Leakage

MOTION MADE BY VICE MAYOR CLARK TO REPAIR THE SE 52ND AVE SEWER LINE LEAK, NOT TO EXCEED \$20,000.00, OBTAINING 3 PROPOSALS WITH THE TOWN MANAGER TO AUTHORIZE THE FINAL SIGN OFF, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Purchases during Commission summer hiatus - Town Manager Jimenez, Assistant Finance Director Taubenfeld, and Town Attorney Ryan

RESOLUTION NO. 2020-066 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE PAYMENT FOR SERVICES AND COMMODITIES IN AN AMOUNT NOT TO

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EXCEED \$5,000.00; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE TO APPROVE RESOLUTION 2020-066 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

Sewer Pump Station Cleaning not to exceed \$15,000.00 - Vice Mayor Clark, Assistant Public Services Director Jacques

MOTION MADE BY VICE MAYOR CLARK TO APPROVE EMERGENCY INVOICE FOR LIFT STATION 34 OF \$5,800.00, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

MOTION MADE BY VICE MAYOR CLARK TO APPROVE ADDITIONAL WORK THAT IS NECESSARY IN AN AMOUNT NOT TO EXCEED \$10,000.00, OBTAINING 3 PROPOSALS AND THE TOWN MANAGER TO AUTHORIZE FINAL APPROVAL, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

HUMAN RESOURCES

Town Manager's Contract - HR Director Menegazzo, Town Attorney Ryan

Gavel was given to Clerk Commissioner Jacobs

MOTION MADE BY VICE MAYOR CLARK TO APPROVE LEGAL CONTRACT WITH ATTORNEY SPELLMAN TO REVIEW THE TOWN MANAGERS CONTRACT IN AN AMOUNT NOT TO EXCEED \$1,700.00, SECONDED BY MAYOR MOHAMMED. **MOTION PASSED 3-2.** Commissioner Cohen and Clerk Commissioner Jacobs opposed.

MOTION MADE BY VICE MAYOR CLARK TO ADOPT CURRENT CONTRACT WITH AMENDMENTS BASED UPON LEGAL REVIEW, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

Meeting recessed at 8:50pm
Meeting resumed at 8:55pm

Engineer's position hiring - Vice Mayor Clark, HR Director Menegazzo **RESOLUTION NO. 2020-065** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING OZAYDIN DINCER AKIN AS TOWN ENGINEER;** PROVIDING FOR TOWN ENGINEER'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

CLERK COMMISSIONER JACOBS MADE A MOTION TO HIRE OZAYDIN DINCER AKIN AS TOWN ENGINEER AND PUBLIC SERVICES DIRECTOR, SECONDED BY

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COMMISSIONER COHEN. **MOTION DIES 2-3.** Commissioner Dieuveille, Vice Mayor Clark and Mayor Mohammed opposed.

RESOLUTION NO. 2020-070 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING TIMOTHY DAY AS PUBLIC SERVICES DIRECTOR;** PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

MOTION TO SELECT TIMOTHY DAY AS THE PUBLIC SERVICES DIRECTOR MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 3-2.** Clerk Commissioner Jacobs and Commissioner Cohen opposed.

MOTION TO APPROVE OZAYDIN DINCER AKIN AS ENGINEER AND IF HE DOES NOT ACCEPT THE JOB BY JUNE 15, 2020, THEN THE COMMISSION WILL PROCEED TO THE NEXT CANDIDATE DANIEL ORTIZ MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY COMMISSIONER COHEN, **MOTION FAILED.** Commissioner Dieuveille, Vice Mayor Clark and Clerk Commissioner Jacobs opposed.

RESOLUTION NO. 2020-065 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING OZAYDIN DINCER AKIN AS TOWN ENGINEER PROVIDING FOR TOWN ENGINEER'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2020-065 WAS MADE BY COMMISSIONER COHEN, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 4-1.** Clerk Commissioner Jacobs opposed.

MOTION TO APPROVE OZAYDIN DINCER AKIN AS ENGINEER WHEREAS HE HAS UNTIL MONDAY, JUNE 15, 2020 TO ACCEPT OR REJECT THE OFFER MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 4-1.** Clerk Commissioner Jacobs opposed.

MOTION TO MOVE FORWARD WITH SECOND CANDIDATE DANIEL ORTIZ, IF OZAYDIN DINCER AKIN REJECTS THE JOB OFFER MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 3-2.** Commissioner Cohen and Clerk Commissioner Jacobs opposed.

Approval of salary increase for Events Coordinator/Administrative Assistant to Commissioners Brown - Commissioner Dieuveille

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MOTION TO INCREASE THE SALARY OF THE EVENTS COORDINATOR/
ADMINISTRATIVE ASSISTANT AFTER THE FOOD GIVE A WAY STOPS.

MOTION WITHDRAWN.

MOTION TO PAYOUT THE EMPLOYEES WHO WORKED THE FOOD DRIVE ON
SATURDAYS AND FOR THEM TO GET PAID OVER TIME MADE BY COMMISSIONER
DIEUVEILLE, SECONDED BY VICE MAYOR CLARK. **MOTION PASSED 4-1.**
Commissioner Cohen opposed.

Assistant Town Manager position - Clerk Commissioner Jacobs

MOTION TO TERMINATE THE ASSISTANT TOWN MANAGER, MR. DAUGHTREY OF
THE POSITION OF ASSISTANT TOWN MANAGER MADE BY CLERK COMMISSIONER
JACOBS, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

Compensation for Assistant Town Manager Newall Daughtrey from January 8th until May 31 -
Assistant Town Manager Daughtrey
NO DIRECTION WAS GIVEN

Proposed Organizational Chart - Vice Mayor Clark, HR Director Menegazzo
MOTION EFFECTIVE OCTOBER 1, 2020 TO CREATE A PART TIME POSITION FOR A
GARDNER MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER
DIEUVEILLE, **MOTION PASSED 5-0.**

IT Director Mark Pakula - HR Director Menegazzo
ITEM FORWARDED TO AUGUST 26TH WORKSHOP

RESOLUTIONS

**Request authorization to prepare Design & Build RFP for Preserve ADA Restrooms under
the CDBG 45th Year project - Vice Mayor Clark, Assistant Public Services Director
Jacques**

**RESOLUTION NO. 2020-069 A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING
THE TOWN STAFF TO PREPARE A REQUEST FOR PROPOSALS FOR THE 45TH
YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**
MOTION TO APPROVE RESOLUTION 2020-069 MADE BY VICE MAYOR CLARK,
SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

8

Request authorization to prepare RFP for engineering design of John P Lyons Lane drainage improvements under the HMGP project - Vice Mayor Clark, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-071 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO PREPARE REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN OF JOHN P. LYONS LANE STORMWATER DRAINAGE IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
MOTION TO APPROVE RESOLUTION 2020-071 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

Request authorization to prepare RFP for engineering design of SW 25th Street Stormwater Improvements under the HMGP project - Vice Mayor Clark, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-075 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO PREPARE REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN OF SW 25 STREET STORMWATER DRAINAGE IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
MOTION TO APPROVE RESOLUTION 2020-075 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

Request authorization to prepare RFP for Town Hall Hardening, Generator, and Roofing under the HMGP project - Vice Mayor Clark, Assistant Public Services Director Jacques

Resolution Needed

MOTION TO REQUEST AUTHORIZATION TO PREPARE THE RFP TOWN HALL HARDENING, GENERATOR AND THE ROOFING UNDER THE HMGP PROJECT MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

ORDINANCES

Chapter 12, Health and Sanitation - Commissioner Dieuveille, Town Attorney Ryan

ORDINANCE NO. 2020-002 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 12, HEALTH AND SANITATION, CREATING A NEW SECTION ENTITLED IMMINENT PUBLIC HEALTH THREAT; PROVIDING FOR INCLUSION IN THE CODE OF

9

ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED FOR PUBLIC COMMENT. NONE. MAYOR MOAHMMED CLOSED FOR PUBLIC COMMENT

MOTION MADE TO ADOPT ORDINANCE 2020-002 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0**

Extended Hours Licensing Fees Section 3-2.5 - Mayor Mohammed, Town Attorney Ryan

ORDINANCE NO. 2020-003 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 3, ALCOHOLIC BEVERAGES; AMENDING SECTION 3-2.5, EXTENDED HOURS LICENSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED FOR PUBLIC COMMENT. NONE. MAYOR MOAHMMED CLOSED FOR PUBLIC COMMENT

MOTION MADE TO ADOPT ORDINANCE 2020-003 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 3-2.** Commissioner Cohen and Clerk Commissioner Jacobs opposed.

1st Reading for Rezoning Ordinance - Town Attorney Ryan, Town Planner Miller

ORDINANCE NO. 2020-005 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 28, ZONING; AMENDING THE ZONING CLASSIFICATION FOR LOT 20E, HOLLYWOOD RIDGE FARMS, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 2, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, FROM THE PRESENT ZONING CLASSIFICATION OF S-1 CIVIC AND RECREATIONAL DISTRICT TO RM-16A MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED OPENED FOR PUBLIC COMMENT. NONE. MAYOR MOAHMMED CLOSED FOR PUBLIC COMMENT

MOTION MADE TO ADOPT ORDINANCE 2020-005 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 5-0.**

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TOWN BUSINESS

Response to the Florida Department of Economic Opportunity (DEO) letter prepared by Town Planner - Mayor Mohammed, Town Planner Miller

Michael Miller to finalize letter prior to deadline.

Conceptual plans for the relocation of the Building, Public Works and other departments - Mayor Mohammed, Vice Mayor Clark and Interim Building Official Nunez

MOTION MADE TO HAVE A RFP PREPARED FOR CONSTRUCTION OF THE RELCATION FOR THE BUILDING DEPARTMENT WHICH MAY OR MAY NOT INCLUDE CUBICALS MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

Police Department Architectural Plans for Police Department - Clerk Commissioner Jacobs

MOTION MADE TO PUT OUT AN RFQ FOR THE ARCHITECTUAL SERVICES AND CONSTRUCTION SERVICES BY VICE MAYOR CLARK, SECONDED BY CLERK COMMISSIONER JACOBS **MOTION PASSES 5-0.**

MOTION MADE TO PUT TOGETHER A CONCEPTUAL DRAWING FOR THE ENTIRE FIRST FLOOR MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN **MOTION PASSES 5-0.**

RESOLUTION 2020-077

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A LAW ENFORCEMENT CONSULTANT AGREEMENT WITH DAVID A. HOWARD; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER SAID LAW ENFORCEMENT CONSULTANT AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERCEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2020-077 WAS MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY VICE MAYOR CLARK, **MOTION PASSES 5-0.**

Annexation - Vice Mayor Clark

RESOLUTION NO. 2020-068

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUPPORTING THE ENACTMENT OF SENATE BILL 410; REQUESTING THAT GOVERNOR RON DESANTIS SIGN SENATE BILL 410 INTO LAW; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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MOTION TO ADOPT RESOLUTION 2020-068 WAS MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

DISCUSSION

Town Manager to work with Vice Mayor Clark in forming a committee to discuss closure of Lake Shore Drive.

Attorney Ryan to continue working on Emergency Powers.

FOR YOUR INFORMATION

COMMISSIONER REPORTS –

Urban Health-Food for all Broward- Vice Mayor Clark

Vice Mayor Clark had a Virtual Meeting with Urban Health to join forces with them. The Towns Facebook needs to be interfaced with theirs.

ATTORNEY REPORTS - NONE

TOWN MANAGER REPORTS - NONE

ANNOUNCEMENTS - NONE

ADJOURNMENT

With no further items for discuss, meeting adjourned at 11:28pm. Mayor Mohammed motioned for adjournment, seconded by Clerk Commissioner Jacobs, **MOTION PASSED 5-0.**

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Wednesday, August 26, 2020.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy Town Clerk

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Town of Pembroke Park
Regular Commission Meeting
June 10, 2020

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

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

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



TOWN OF PEMBROKE PARK
Planning and Zoning Board Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Thursday, June 11, 2020
5:00 PM

PRESENT:

ROBERT JANZER
TAMAR BENADI
DAVID ROACH
EDWARD MALEY

ATTENDING:

TOWN MANAGER:	JC JIMENEZ
CLERK ASSISTANT:	SUZI REUTLINGER
CONSULTANT PLANNER:	MICHAEL MILLER

PLANNING AND ZONING BOARD MEETING MINUTES

CALL TO ORDER: 5:07 pm

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
NONE

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
NONE

NEW BUSINESS

DISCUSSION: Site Development Plan Application – Proposed Seneca Industrial Building #5
(aka SCC #5) – 2700 Commerce Center Way – Consultant Town Planner Miller

MOTION TO ADOPT SITE DEVELOPMENT PLAN APPLICATION MADE BY ROBERT
JANZER SECONDED BY EDWARD MALEY, **MOTION PASSED 4-0.**

1

Town of Pembroke Park
Planning and Zoning Board Meeting
June 11, 2020

DISCUSSION: Parking Reduction Application – Proposed Seneca Industrial Building #5 (aka SCC #5) – 2700 Commerce Center Way – Consultant Town Planner Miller

MOTION TO ADOPT PARKING REDUCTION APPLICATION MADE BY TAMAR BENADI SECONDED BY ROBERT JANZER, **MOTION PASSED 4-0.**

ADJOURNMENT

With no further items for discuss, Chairperson Roach entertained a motion. Mr. Janzer made a motion to adjourn the meeting. The motion was carried unanimously by voice vote and the meeting was adjourned at 5:27 P.M.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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.

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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.

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TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Thursday, June 25, 2020 at 12:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D. Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3117](tel:+15713173117)

Access Code: 115-686-501

During the meeting you can submit a text at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Clerk at townclerk@townofpembrokepark.com.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 12:11 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville.

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Additional staff in attendance were: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Public Service Director Todd Larson; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle.

CALL TO ORDER by Mayor Mohammed at 12:14pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

Mayor Mohammed added to the agenda requesting her attorney fees for her appointment with the OIG

MOTION MADE BY VICE MAYOR CLARK TO ACCEPT THE AGENDA WITH THE ADDITIONS, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No Public Comments

FINANCE DEPARTMENT

Bills over \$500 - Assistant Finance Director Taubenfeld Text Archiving Renewal

VICE MAYOR CLARK MADE A MOTION TO ACCEPT BILLS OVER \$500.00, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

JC to get quote for head shots for the Department Head, will forward prices to the end of this or next week

VICE MAYOR CLARK MADE A MOTION TO HAVE ALL SMARSH INVOICES LISTED ON THE 6/25/2020 AGENDA BE PAID BY THE FINANCE DEPARTMENT, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

Auditor's Financial Report - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-080 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN MANAGER JUAN C. JIMENEZ TO SUBMIT THE COMPLETED ANNUAL FINANCIAL REPORT OF TOWN OF PEMBROKE PARK FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019 TO THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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VICE MAYOR CLARK MADE A MOTION TO ADOPT RESOLUTION # 2020-080, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

Resolution approving the payout of comprehensive time due to COVID food giveaway - Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-081 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO EMPLOYEE COMPENSATION; ESTABLISHING THE POLICY FOR PAYMENT OF COVID-19 RELATED OVERTIME FOR TOWN EMPLOYEES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

VICE MAYOR CLARK MADE A MOTION TO ADOPT RESOLUTION # 2020-081, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 4-1.** Commissioner Cohen opposed

HUMAN RESOURCES

Daniel Ortiz Engineer's Position - Vice Mayor Clark, HR Director Menegazzo

RESOLUTION NO. 2020-078 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING DANIEL ORTIZ AS TOWN ENGINEER; PROVIDING FOR TOWN ENGINEER'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

VICE MAYOR CLARK MADE A MOTION TO ADOPT RESOLUTION # 2020-078 HIRING DANIEL ORTIZ AT \$110,000.00 A YEAR, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 4-1.** Clerk Commissioner Jacobs opposed.

VICE MAYOR CLARK MADE A MOTION TO ALLOW THE TOWN TO FILE APPLICATION FOR THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE REBUILD FLORIDA CRITICAL FACILITY HARDENING PROGRAM, SECONDED BY COMMISSIONER COHEN **MOTION PASSED 5-0.**

VICE MAYOR CLARK MADE A MOTION TO DIRECT STAFF THE AUTHORITY TO APPLY FOR THE MITIGATION GENERAL PLANNING PROGRAM, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

VICE MAYOR CLARK MADE A MOTION TO DIRECT STAFF THE AUTHORITY TO APPLY FOR THE FLORIDA DEPARTMENT MITIGATION INFRASTRUCTURE PROGRAM, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

VICE MAYOR CLARK MADE A MOTION TO APPOINT TIMOTHY DAY AS POINT OF CONTACT WITH DEE CARPER, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

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Town Manager Contract - HR Director Menegazzo, Town Attorney Ryan

COMMISSIONER COHEN MADE A MOTION TO APPROVE MODIFICATIONS OF THE TOWN MANAGERS CONTRACT AS STATED IN THE JUNE 23RD LETTER, SECONDED BY VICE MAYOR CLARK, **MOTION PASSED 5-0.**

Former Assistant Town Manager Daughtrey - HR Director Menegazzo

COMMISSIONER JACOBS MOTIONED TO PAY FORMER ASSISTANT TOWN MANAGER NEWALL DAUGHTREY A TOTAL OF \$4,870.50 FOR ACTING AS TOWN MANAGER AND NOT PAY THE CAR ALLOWANCE AS PART OF THE SETTLEMENT AGREEMENT, AND TO PROVIDE MR. DAUGHTREY A MUTUAL AGREEMENT SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0**

SITE PLAN QUASI-JUDICIAL – Town Attorney stated this was not a quasi-judicial item

Site Plan Seneca Building 5 - Town Planner Miller, Town Attorney Ryan

RESOLUTION NO. 2020-082 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE APPLICATION FOR SITE DEVELOPMENT PLAN FOR RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR REAL PROPERTY LOCATED IN THE PLAT OF WESTWIND III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182, PAGE 22, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENTS, THE MAYOR CLOSED PUBLIC COMMENTS - NONE

VICE MAYOR CLARK MADE A MOTION TO ADOPT THE SITE PLAN, RESOLUTION # 2020-082, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

Site Plan Parking Reduction - Town Planner Miller, Town Attorney Ryan

RESOLUTION NO. 2020-083 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN TRACT 1A, WESTWIND III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 182, PAGE 22, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

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PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR OPENED THE FLOOR FOR PUBLIC COMMENTS, THE MAYOR CLOSED PUBLIC COMMENTS, AND BROUGHT BACK TO DISCUSSION - NONE

COMMISSIONER COHEN MADE A MOTION TO ADOPT THE PARKING REDUCTION, RESOLUTION # 2020-083, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

TOWN BUSINESS

Broward County Interlocal Agreement related to COVID - Town Manager Jimenez

RESOLUTION NO. 2020-079 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT WITH BROWARD COUNTY; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID INTERLOCAL AGREEMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE

GAVEL PASSED TO VICE MAYOR CLARK AT 1:40 PM
MOTION TO ADOPT THE INTERLOCAL AGREEMENT RELATED TO COVID, RESOLUTION # 2020-079, **MOTION DIES FOR A LACK OF A SECOND.**
GAVEL PASSED BACK TO THE MAYOR at 1:46 PM

Grant Projects Updates - Vice Mayor Clark, Town Manager Jimenez, Assistant Public Works Director Jacques

Discussion on Right Of Way/ Utility Easement for CSLIP to Be Addressed By Town Attorney

Request authorization to prepare RFP for Town Hall Hardening, Generator, and Roofing under the HMGP project - Vice Mayor Clark, Assistant Public Services Director Jacques

RESOLUTION NO. 2020-084 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

VICE MAYOR CLARK MOTIONED TO REQUEST PROPOSALS OR GENERAL CONTRACTOR SERVICES FOR WIND RETROFIT AND GENERATOR FOR TOWN HALL IMPROVEMENTS RESOLUTION # 2020-084, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

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Setting-up a Building Department Advisory Board - Interim Building Official Nunez

RESOLUTION NO. 2020-085 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING THE PEMBROKE PARK BUILDING INSPECTIONS FUND ADVISORY BOARD; DESIGNATING THE ADVISORY BOARD MEMBER SELECTION COMMITTEE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

VICE MAYOR CLARK MOTIONED ESTABLISH A BUILDING FUND AVISORY BOARD TO PICK OUT 5 MEMBERS RESOLUTION 2020-085, ADDING THE PUBLIC SERVICE DIRECTOR AND THE CODE ENFORCEMENT SUPERVISOR AS PART OF THE SELECTION COMMITTEE# 2020-085, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 4-1.** Commissioner Cohen opposes

VICE MAYOR CLARK MOTIONED TO ACCEPT RESOLUTION AS AMENDED, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 4-1.** Commissioner Cohen opposes

ADDITION TO THE AGENDA

Mayor Mohammed to hire Attorney to Represent the Mayor at the OIG Meeting. After discussion, a MOTION NOT TO EXCEED \$5,000.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 4-0.** Mayor abstained from voting.

ADJOURNMENT

With no further items for discussion, meeting adjourned at 2:52pm. Vice Mayor Clark motioned for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy Town Clerk

[Type here]

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



TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Wednesday, July 1, 2020 at 12:30 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

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United States (Toll Free): [1 877 309-2073](tel:18773092073)

United States: [+1 \(571\) 317-3129](tel:+15713173129)

Access Code: 148-290-213

During the meeting you can submit a text at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Town Clerk at townclerk@townofpembrokepark.com.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 12:35 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance were: Town Assistant Manager Newall Daughtrey, Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Public Service Director Todd Larson; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle.

CALL TO ORDER by Mayor Mohammed at 12:35pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

Deputy Town Clerk Martell adding Budgeting Meeting on September 9, 2020 and September 23, 2020.

Clerk Commissioner Jacobs added to the agenda requesting Timothy Day resignation for discussion.

MOTION MADE BY VICE MAYOR CLARK TO ACCEPT THE AGENDA WITH THE ADDITIONS, SECONDED BY COMMISSIONER COHEN. **MOTION PASSED 5-0.**

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

No Public Comments

NEW TOWN BUSINESS

Selection and hiring of Public Services Director – Mayor Mohammed, Vice Mayor Clark, HR Director Menegazzo

VICE MAYOR CLARK MOTIONED TO GO OUT AND CONTINUE TO SEARCH AND HAVE ALL APPLICATIONS TO DATE NOT VALID, SECONDED BY COMMISSIONER DIEUVEILLE

VICE MAYOR CLARK RESINDED HIS PREVIOUS MOTION, COMMISSIONER DIEUVEILLE RESINDED HIS SECOND.

VICE MAYOR CLARK MOTIONED TO REINSTATE TIMOTHY DAY AS PUBLIC SERVICES DIRECTOR, CREATING A CONTRACT AND INCORPORATING A 4 MONTH SEVERANCE PAY IF TERMINATED WITHOUT CAUSE, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSED 3-2.** Commissioner Cohen and Clerk Commissioner Jacobs opposed.

Timothy Day Resignation Discussion – Clerk Commissioner Jacobs

Budget Meeting to be held on September 9th and September 23rd – Deputy Town Clerk Martell

MOTION TO SCHEDULE A BUDGET MEETING SEPTEMBER 9TH AND 23RD MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. MOTION PASSED 5-0.

COMMENTS

Mayor Mohammed requested Attorney Ryan to have the Civility Ordinance - Code of Conduct for discussion and vote for next meeting.

Commissioner Cohen stated that a Resolution for noninterference between Commission and Staff be brought forth, Attorney Ryan to bring Resolution

Attorney Ryan to present language for all Resolutions for 2017, 2018 and 2019 verifying all passed Resolutions are true and accurate by the end of business Friday 7/3/2020.

ADJOURNMENT

With no further items for discussion, meeting adjourned at 1:34pm. Vice Mayor Clark motioned for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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 (tdt).

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



TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Wednesday, July 20, 2020 at 6:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Town Clerk Marlen D Martell

INSTRUCTIONS TO ATTEND VIRTUAL SPECIAL COMMISSION MEETING

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a “Virtual” Special Meeting utilizing communications media technology (“CMT”), in accordance with Governor Ron DeSantis’ Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19).

Town Hall is closed to the public. Public access to this virtual meeting can be accomplished as follows:

You can dial in using your phone.

United States (Toll Free): [1 866-899-4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 293-128-661

During the meeting you can submit a text at (954) 707-9820

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ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 12:35 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuveille.

Additional staff in attendance were: Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle.

CALL TO ORDER by Mayor Mohammed at 6:05pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Ms. Paige spoke on record

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

Commissioner Dieuveille added to the agenda purchasing a fork lift

Vice Mayor Clark added to the agenda Authorizing staff to go out for a FRDAP bid.

Clerk Commissioner Jacobs added to the agenda special meeting cost.

MOTION MADE BY VICE MAYOR CLARK TO ADOPT THE AMENDED AGENDA WITH THE ADDITIONS, SECONDED BY CLERK COMMISSIONER JACOBS **MOTION PASSED 5-0.**

NEW TOWN BUSINESS

Public Services Director position - Vice Mayor Clark

VICE MAYOR CLARK MOTIONED TO ACCEPT TIMOTHY DAYS RESIGNATION AS STATED IN LAST EMAIL, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

VICE MAYOR CLARK MOTIONED TO GO OUT AND CONTINUE TO SEARCH FOR A PUBLIC SERVICE DIRECTOR BY HUMAN RESOURCES AND START THE PROCESS AGAIN SECONDED BY CLERK COMMISSIONER JACOBS, **MOTION PASSES 5-0.**

Resolution to create a Police Department - Clerk Commissioner Jacobs, Town Manager Jimenez, Town Attorney Ryan

RESOLUTION NO. 2020-088

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO **MUNICIPAL LAW ENFORCEMENT**; AUTHORIZING THE

Special Commission Meeting Minutes
July 20, 2020

ESTABLISHMENT OF THE TOWN OF PEMBROKE PARK POLICE DEPARTMENT; DIRECTING TOWN STAFF TO COMPLETE AND FILE ALL REQUIRED APPLICATIONS, NOTICES AND RELATED DOCUMENTS WITH FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES TO ESTABLISH A MUNICIPAL POLICE DEPARTMENT; APPOINTING DAVID A. HOWARD TO SERVE AS AGENT FOR TOWN FOR ALL MATTERS RELATING TO THE ESTABLISHMENT OF TOWN OF PEMBROKE PARK POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE BY VICE MAYOR CLARK TO ADOPT RESOLUTION NO. 2020-088, SECONDED BY COMMISSIONER DIEUVEILLE. **MOTION PASSES 5-0.**

Separation Agreement for Mr. Newall Daughtrey - Town Attorney Ryan

RESOLUTION NO. 2020-087

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A **SEPARATION AGREEMENT AND MUTUAL RELEASE WITH NEWALL J. DAUGHTREY**; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AND DELIVER SAID SEPARATION AGREEMENT AND MUTUAL RELEASE FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION MADE BY VICE MAYOR CLARK TO ADOPT RESOLUTION NO. 2020-087, SECONDED BY COMMISSIONER COHEN. **MOTION PASSES 5-0.**

Legal Attorney Representation Contract for Mayor Mohammed to meet with the Office of Inspector General (OIG) - Town Attorney Ryan

A Special Commission meeting was called on Monday, July 27, 2020 at 6:00pm in order to discuss hiring an Attorney to represent the Mayor.

Requesting Executive Session - Town Attorney Ryan

MAYOR STATED TO THE COMMISSION TOMOVE FORWARD WITHOUT HER MAYOR NOT AVAILABLE UNTIL AFTER THE 21ST, ATTORNEY RYAN TO OBTAIN DATES ATTORNEYS AVAILABLE AND WILL BRING BACK TO THE COMMISSION

Bills over \$500 - Assistant Finance Director Taubenfeld

DISCUSSION OF INSTALLATION OF TILE FOR ONE OR TWO ROOMS ON MONDAY JULY 27, 2020.

MOTION MADE BY VICE MAYOR CLARK TO APPROVE BILLS OVER \$500.00, SECONDED BY CLERK COMMISSIONER JACOBS. **MOTION PASSES 5-0.**

Fiscal Year 2020 - 2021 Tentative Maximum Millage Rate

Special Commission Meeting Minutes
July 20, 2020

MOTION MADE VICE MAYOR CLARK TO HAVE MAXIMUM MILLAGE RATE OF 8.5,
SECONDED BY CLERK COMMISSIONER JACOBS. **MOTION PASSES 5-0.**

Requesting to change the initial budget hearing date - Assistant Finance Director Taubenfeld
Change Budget hearing date from September 9th to September 16th
MOTION MADE BY VICE MAYOR CLARK TO CHANGE THE TENTATIVE BUDGET
HEARING DATE TO SEPTEMBER 16TH AFTER 6:00PM, SECONDED BY
COMMISSIONER DIEUEVILLE. **MOTION PASSES 5-0.**

Town LOGO - Town Manager Jimenez, IT Director Pakula
Town Manger Jimenez to review logo with Commissioner Dieuveille.

Forklift- Commissioner Dieuveille
Stephanie Woodbury to follow up with FEMA tomorrow.

RFP for FRDAP– Vice Mayor Clark
MOTION MADE BY VICE MAYOR CLARK TO MOVE FORWARD WITH AN RFP FOR
THE FRDAP BID, SECONDED BY CLERK COMMISSIONER JACOBS. **MOTION
PASSES 5-0.**

SPECIAL MEETINGS – CLERK COMMISSIONER JACOBS

COMMISSIONER COMMENTS

Vice Mayor Clark supports the Mayor with the House of Representative
RFP for FEMA monitors – JC Jimenez
Mayor Mohammed wanted an update regarding utilizing Brian Andrews
JC Jimenez stated that this is a pending litigation
Mayor requested a meeting to be scheduled between Chris, JC Jimenez, Brian Andrews and the
Mayor.

Mayor would like to move forward with the Civility Emergency Power and the Emergency
Powers.

ADJOURNMENT

With no further items for discussion, meeting adjourned at 7:20pm. Vice Mayor Clark motioned
for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy Town Clerk

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TOWN OF PEMBROKE PARK

3152 SW 52 Avenue, Pembroke Park, FL 33023
Broward (954) 966- 4600 Fax (954)966-5186

VIRTUAL SPECIAL COMMISSION MEETING MINUTES Monday, July 27, 2020 at 6:00 PM

Mayor Ashira Mohammed
Vice Mayor Howard Clark
Clerk Commissioner Geoffrey Jacobs
Commissioner Georgina A. Cohen
Commissioner Reynold Dieuville

Town Manager J.C Jimenez
Town Attorney Chris Ryan
Deputy Clerk Marlen D Martell

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United States: [+1 \(646\) 749-3129](tel:+16467493129)

Access Code: 877-132-421

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ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 12:35 pm by Mayor Ashira Mohammed. Present at the meeting were Mayor Ashira Mohammed; Vice Mayor Howard P. Clark; Clerk Commissioner Jacobs; Commissioner Georgina A. Cohen and Commissioner Reynold Dieuville.

Additional staff in attendance were: Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Administrative Assistant to the Town Clerk Suzi Reutlinger; Administrative Assistant to the Commissioners Joy Brown; IT Director Mark Pakula; Interim Building Official Miguel Nunez; Building Manager Lucie Manzerolle.

CALL TO ORDER by Mayor Mohammed at 6:05pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

Town Manager Jimenez suggested removing item 7f. Town Logo

Vice Mayor Clark added Master Lift station # 34

Vice Mayor Clark added HR

MOTION MADE BY VICE MAYOR CLARK TO ACCEPT THE AMENDED AGENDA WITH THE ADDITIONS/ DELETIONS, SECONDED BY COMMISSIONER DIEUEVILLE
MOTION PASSED 5-0.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

None

NEW TOWN BUSINESS

Legal Attorney Contract for Mayor Mohammed - Town Attorney Ryan

RESOLUTION NO. 2020-089 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN **ATTORNEY FEE AGREEMENT WITH LAW OFFICES OF LEVI WILLIAMS, P.A.**; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion made by Vice Mayor Clark to adopt Resolution 2020-089, seconded by Commissioner Dieuveille. **MOTION DIES 2-2**, Commissioner Cohen and Clerk Commissioner Jacobs Opposed. Mayor Mohammed refrained from voting.

Civility Ordinance - Mayor Mohammed, Town Attorney Ryan

Town Attorney will create a Resolution and ready to present for August 26, 2020, and to vote on the Commission Meeting September 9, 2020

Emergency Powers - Mayor Mohammed, Town Attorney Ryan

Motion made by Vice Mayor Clark to have the Mayor be the Emergency Manager Contact for the Town, Seconded by Commissioner Dieuveille, **MOTION PASSED 3-2**. Commissioner Cohen and Clerk Commissioner Jacobs opposed.

FEMA Monitoring RFP - Town Attorney Ryan, Town Manager Jimenez
Town Manager Jimenez to create RPF

Requesting Executive Session - Town Attorney Ryan
Town Attorney agreed to hold an Executive Session on August 27th at 3P.M.

Grants and discussion items - Vice Mayor Clark, Interim Public Services Director Jacques
Per Vice Mayor Clark, this item was only placed on the Agenda for discussion

Sanitary Master Lift Station 34, Emergency Repairs Budget Recommendation and Approval
Motion not to exceed \$24,000.00 made by Vice Mayor Clark, seconded by Commissioner
Dieuveille, **MOTION PASSED 5-0.**

COMMENTS

ADJOURNMENT

With no further items for discussion, meeting adjourned at 7:20pm. Vice Mayor Clark motioned
for adjournment, seconded by Commissioner Cohen. **MOTION PASSED 5-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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.

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TOWN OF PEMBROKE PARK
Planning and Zoning Board Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL 33023
Thursday, August 20, 2020
5:00 PM

PRESENT:

ROBERT JANZER
TAMAR BENADI
DAVID ROACH
EDWARD MALEY

ATTENDING:

CONSULTANT PLANNER: MICHAEL MILLER
DEPUTY TOWN CLERK: MARLEN MARTELL
CLERK ASSISTANT: SUZI REUTLINGER

PLANNING AND ZONING BOARD MEETING MINUTES

CALL TO ORDER: 5:05 pm

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
NONE

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
NONE

Joanmair Rubio – Cardinal Engineer of Record spoke on record.

TOWN BUSINESS

DISCUSSION: Site Development Plan consideration for O'Reilly Auto Parts at 4700 HBB –
Town Planner Miller

MOTION TO MOVE FORWARD SUBJECT TO CONDITION MADE BY ROBERT JANZER
SECONDED BY EDWARD MALEY. **MOTION PASSED 4-0.**

PLANNING AND ZONING BOARD MEMBER COMMENTS

1

Town of Pembroke Park
Planning and Zoning Board Meeting
August 20, 2020

Mr. Roach suggested to the other Board Members to return the Plan Drawings back to the Town.

Mr. Miller stated that this item will be on the Commission Meeting September 9th for discussion.

ADJOURNMENT

With no further items for discuss, Mr. Maley made a motion to adjourn the meeting seconded by Mr. Janzer. **MOTION PASSES 4-0**, the meeting was adjourned at 5:29 P.M.

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Deputy 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.

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AGENDA ITEM REPORT



To: Commission
Subject: Bills Over \$500
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Requesting Approval from Commission in the amount of \$

Town of Pembroke Park
Bills Over \$500
September 9, 2020
Commission Meeting

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
89447	Atlantic Alarms Inc.	Relocate Access Control USB Interface Cellular Communicator	NonDept	\$ 754.00
202	Austro Construction Inc.	Permit Fees for Public Works Storage Building	Roads	\$ 966.13
212560	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through June 30, 2020	Legal	\$ 1,838.55
10944830	Gray Robinson	Matters Regarding the Code Amendment (Billed Through May 31, 2020) File#820081-5	Legal	\$ 1,140.00
10952397	Gray Robinson	Matters Regarding the Code Amendment (Billed Through June 30, 2020) File#820081-5	Legal	\$ 1,331.40
10957724	Gray Robinson	Matters Regarding the Code Amendment (Billed Through July 31, 2020) File#820081-5	Legal	\$ 600.00
1	MedRite 41 LLC	Emergency Covid-19 Testing for Town Staff and Rapid Results	NonDept	\$ 2,860.00
1974	Miami Dade Storm & Sewer Inc.	Vac-Con Services at Master Lift Station #34	Sewer	\$ 2,000.00
2020-PP-0701	Michael Miller Planning Associates	General Planning Services Rendered June 1st Through July 31st, 2020	Planning	\$ 8,860.25
2020-PP-0702	Michael Miller Planning Associates	Land Development Planning Services Rendered July 31st, 2020	Reimbursable	\$ 795.00
Refund-137884	Mohawk Carpet Distribution Inc.	Refund for Overpayment of Business Tax Fees for FYE 2019	NonDept	\$ 1,355.00
346505	Municode	One Copy of Supplement 37 to the Code of Ordinances	Admin	\$ 3,516.06
10H0007104003	ReadyFresh By Nestle	Zephyrhills Brand Spring Water, Paper Cups & Annual Water Dispenser Cleaning	NonDept	\$ 559.46
1003	Ryan & Ryan LLC	Matters Regarding Michelle Riley vs. Town of Pembroke Park	Legal	\$ 1,032.50
10826	S. Davis & Associates P.A.	Progress Billing for Professional Services Rendered in Connection with the FYE September 30, 2019 Audit Thru July 15th 2020	Finance	\$ 7,000.00
10842	S. Davis & Associates P.A.	Progress Billing for Professional Services Rendered in Connection with the FYE September 30, 2019 Audit Thru August 15th 2020	Finance	\$ 4,000.00
161922	Sachs Sax & Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through July 31st, 2020)	Legal	\$ 3,605.00
140973	Southeast Mechanical Service	Repair to A/C Unit at Town Hall	NonDept	\$ 1,156.60
D040001REC-3	Sylva Incorporated	Four Month Renewal for Town's One Drive	NonDept	\$ 540.00
Total:				\$43,909.95

Addendums				
X19088	Playmore West Inc.	Permit Fees Reimbursement for Tot Lot Playground Project	Bldg.	\$ 3,061.57
1010	Ryan & Ryan LLC.	Site Development Plan Approval for O'Reilly Automotive Stores Inc.	Reimbursable	\$ 1,450.00
Total:				\$4,511.57

Purchase Orders				
305447	One Beat CPR Learning Center	Defibtech Lifeline View AED Battery and Carrying Case	NonDept	\$ 1,140.00
305448	Hydra Services Inc.	Sulzer/ABS Piranha Submersible Pump for Lift Station #37	Sewer	\$ 2,171.20
305449	Carnahan, Proctor and Cross Inc.	Jet & Vac Catch Basins on Property/ Disposal of All Waste/ Replace Asphalt Apron/ Repair Damaged Side Wall on 30th Ave	Stormwater	\$ 3,795.00
305450	Southern Sewer Equipment Sales	Cylinder Replacement for Recycle Truck #36	Roads	\$ 4,884.87
305452	ASAP Gate Plus LLC	Repair Fence at Peninsula #14 Lift Station	Sewer	\$ 550.00
305453	ASAP Gate Plus LLC	Repair Fence at Ryan Park	Parks	\$ 600.00
305454	Auto Repair Center of Hollywood	2007 Chrysler Sebring Repair (Oil Pressure Switch, Alternator Drive Belt, Power Steering & Engine Mounts)	Sewer/Roads	\$ 641.30
305456	Cougar Mountain Software	Annual Cloud Hosting for Finance Software	NonDept	\$ 2,460.00
305457	Hydra Services Inc.	Sulzer/ABS XFP Submersible Pump for Lift Station #34 (EMERGENCY) Refer to Emergency Repair to Lift Station Presented By Public Works	Sewer	\$ 28,426.00
305458	Austro Construction Inc.	Pressure Cleaning and Paint Public Works Shed at Town Hall	Roads	\$ 1,250.00
Total:				\$45,918.37
Grand Total:				\$94,339.89

Town of Pembroke Park
Bills Over \$500
September 9, 2020
Commission Meeting

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161922	Sachs Sax & Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through July 31st, 2020)	Legal	\$ 3,605.00
140973	Southeast Mechanical Service	Repair to A/C Unit at Town Hall	NonDept	\$ 1,156.60
D040001REC-3	Sylva Incorporated	Four Month Renewal for Town's One Drive	NonDept	\$ 540.00
Total:				\$43,909.95

Addendums				
2020-PP-0801	Michael Miller Planning Associates	General Planning Services Rendered Through August 31st, 2020	Planning	\$ 10,203.31
2020-PP-0802	Michael Miller Planning Associates	Land Development Planning Services Rendered August 31st, 2020	Reimbursable	\$ 4,420.00
X19088	Playmore West Inc.	Permit Fees Reimbursement for Tot Lot Playground Project	Bldg.	\$ 3,061.57
1010	Ryan & Ryan LLC.	Site Development Plan Approval for O'Reilly Automotive Stores Inc.	Reimbursable	\$ 1,450.00

Total:	\$19,134.88
--------	-------------

Purchase Orders				
305447	One Beat CPR Learning Center	Defibtech Lifeline View AED Battery and Carrying Case	NonDept	\$ 1,140.00
305448	Hydra Services Inc.	Sulzer/ABS Piranha Submersible Pump for Lift Station #37	Sewer	\$ 2,171.20
305449	Carnahan, Proctor and Cross Inc.	Jet & Vac Catch Basins on Property/ Disposal of All Waste/ Replace Asphalt Apron/ Repair Damaged Side Wall on 30th Ave	Stormwater	\$ 3,795.00
305450	Southern Sewer Equipment Sales	Cylinder Replacement for Recycle Truck #36	Roads	\$ 4,884.87
305452	ASAP Gate Plus LLC	Repair Fence at Peninsula #14 Lift Station	Sewer	\$ 550.00
305453	ASAP Gate Plus LLC	Repair Fence at Ryan Park	Parks	\$ 600.00
305454	Auto Repair Center of Hollywood	2007 Chrysler Sebring Repair (Oil Pressure Switch, Alternator Drive Belt, Power Steering & Engine Mounts)	Sewer/Roads	\$ 641.30
305456	Cougar Mountain Software	Annual Cloud Hosting for Finance Software	NonDept	\$ 2,460.00
305457	Hydra Services Inc.	Sulzer/ABS XFP Submersible Pump for Lift Station #34 (EMERGENCY) Refer to Emergency Repair to Lift Station Presented By Public Works	Sewer	\$ 28,426.00
305458	Austro Construction Inc.	Pressure Cleaning and Paint Public Works Shed at Town Hall	Roads	\$ 1,250.00
Total:				\$45,918.37
Grand Total:				\$108,963.20

AGENDA ITEM REPORT



To: Commission
Subject: Commissioner Pension Plan
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Staff is recommending to make the payment in the current fiscal year to "true up" the pension plan.

FINANCIAL IMPACT:

\$63,339

RECOMMENDATION:

Approve Payment of \$\$85,303 consisting of a premium amount of \$21,964 and recommended contribution of \$ \$63,339.

ALTERNATIVES:

Commission only approves premium portion of \$21,964

**REPORT OF THE
ACTUARIAL VALUATION**

**FOR
TOWN OF PEMBROKE PARK COMMISSION
SUPPLEMENTAL RETIREMENT PLAN**

FOR THE PLAN YEAR BEGINNING OCTOBER 1, 2019

PREPARED BY

**SECURIAN RETIREMENT SERVICES
A Business Unit of Minnesota Life Insurance Company
June 29, 2020**

SUMMARY OF VALUATION RESULTS

ACTUARIAL VALUATION RESULTS	<u>10/01/2019</u>	<u>10/01/2018</u>
1. Participants		
a. Active	3	1
b. Active, at or past assumed retirement age	2	2
c. Terminated with vested deferred benefits	0	0
d. Disabled	0	0
e. Retired and beneficiaries	<u>2</u>	<u>2</u>
f. Total participants included in valuation	7	5
2. Annual covered payroll for active participants	\$129,780	\$43,260
3. Actuarial present value of future plan benefits	\$3,866,370	\$3,048,306
4. Actuarial value of assets	\$3,097,667	\$3,083,393
5. Normal cost rate	59.50%	-9.38%
6. Normal cost at beginning of year, including expenses	\$80,096	\$36,177
7. Recommended contribution requirement as of end of year	\$85,303	\$38,529

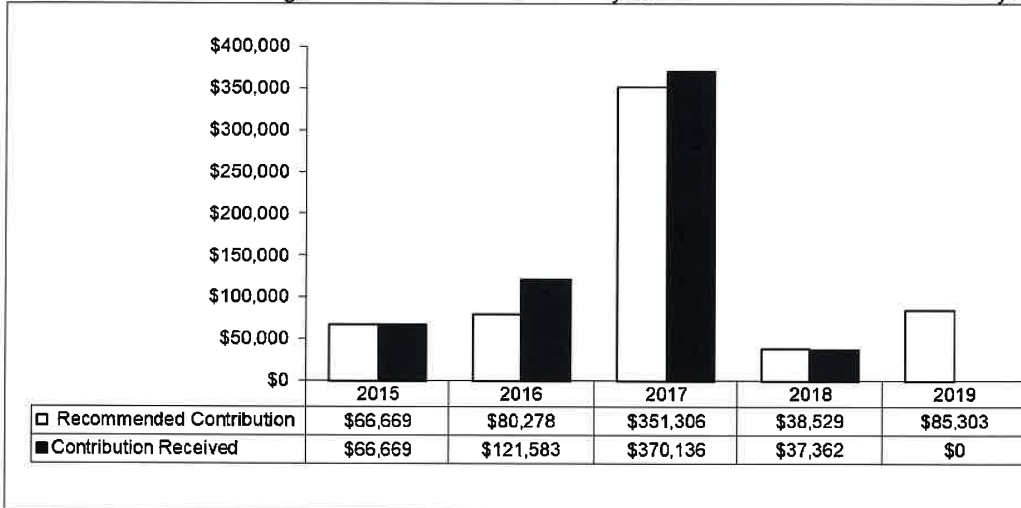
COMMENTARY

For the plan year beginning October 1, 2019 we have performed an actuarial valuation based on the employee data provided, the current plan provisions, the actuarial assumptions and actuarial cost method. The purpose of the actuarial valuation is to assign a value to the future expected benefit payments and determine a level of funding that will systematically accumulate the funds needed to meet those benefit obligations. There is no benefit provision or related expenses to be provided by the plan and/or paid from the plan assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. To the best of our knowledge, there was no events that were not taken into account in the valuation.

Contribution Recommendation

The recommended beginning of year contribution for the plan year beginning October 1, 2019 is **\$85,303**. The payments of the insurance premiums are considered contributions. This amount was determined as a level percent of the annual covered payroll. It should be noted that since two of the five active participants are already retirement eligible, their payroll has been excluded from this calculation since they are assumed to retire immediately.

Below is a table illustrating the recommended at end of year contributions over the last five years



The actual status of the two retirement-eligible participants as of the next valuation date (and whether they will be replaced with new commissioners) will have a significant effect on the recommended contribution for the following plan year. This is because future recommended contributions will vary based on changes in participants' projected benefits and the plan's covered payroll.

CONTRIBUTION REQUIREMENTS

	<u>2018</u>	<u>2019</u>
NORMAL COST		
1. Actuarial present value of future benefits	\$3,048,306	\$3,866,370
2. Actuarial value of plan assets	\$3,083,393	\$3,097,667
3. Present value of future normal costs (1) - (2)	-\$35,087	\$768,703
4. Present value of future covered payroll	\$373,900	\$1,291,900
5. Normal cost rate [(3)/(4)]	-9.38%	59.50%
6. Annual covered payroll	\$43,260	\$129,780
7. Normal cost	-\$4,060	\$77,221
Expense	\$40,237 *	\$2,875
Recommended contribution at beginning of year	\$36,177	\$80,096
8. Recommended contribution at end of year (7) x 1.065	\$38,529	\$85,303

* Expense includes the cost of insurance policies premiums and annuities purchased intended to fund the death benefit.

Town of Pembroke Park Commission Supplemental Retirement Plan
Life Insurance and Annuities owned by the Pension Plan

Update as of September 30, 2019

<u>Death Benefit</u>	<u>Policy Issued</u>	<u>Annual Planned Premium 2019</u>	<u>Annual Planned Premium 2020</u>	<u>Annual Planned Premium 2021</u>	<u>Annual Planned Premium 2022</u>	<u>Annual Planned Premium 2023</u>
Howard Clark	6/28/2009	\$15,398	\$0	\$0	\$0	\$0
Howard Clark (Initial Investment \$120,000)	11/7/2017	\$0	\$0	\$0	\$0	\$0
Georgina Cohen	6/4/2015	\$8,700	\$8,700	\$8,700	\$8,700	\$8,700
Georgina Cohen	9/1/2017	\$5,420	\$5,420	\$5,420	\$5,420	\$5,420
Annette Wexler	5/20/2015	\$3,874	\$3,874	\$3,874	\$3,874	\$3,874
Ashira Mohammed	5/9/2015	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050
Ashira Mohammed	10/11/2010	\$1,784	\$1,784	\$0	\$0	\$0
Ashira Mohammed	7/14/2017	\$1,136	\$1,136	\$1,136	\$1,136	\$1,136
Emma Shoaif (Initial Investment \$182,224)	8/21/2009	\$0	\$0	\$0	\$0	\$0
Emma Shoaif (Initial Investment \$120,000)	11/9/2017	\$0	\$0	\$0	\$0	\$0
Total		\$37,362	\$21,964	\$20,180	\$20,180	\$20,180

RESOLUTION NO. 2020-103

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING AND DIRECTING PAYMENT TO THE TOWN OF PEMBROKE PARK COMMISSION SUPPLEMENTAL RETIREMENT SYSTEM FUND; AUTHORIZING AND DIRECTING PAYMENT OF LIFE INSURANCE POLICY PREMIUMS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has established the Town of Pembroke Park Supplemental Retirement System pursuant to Florida law to provide pension benefits to the members of the Pembroke Park Town Commission; and

WHEREAS, Securian Retirement Systems has prepared the required actuarial valuation reports and financial statements for the Supplemental Retirement System for the fiscal year 2019 - 2020; and

WHEREAS, Securian Retirement Systems has recommended that the Town of Pembroke Park make an additional contribution of SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-NINE (\$63,339.00) DOLLARS to the Supplemental Retirement System for the fiscal year 2019-2020; and

WHEREAS, the Pension Board purchases and maintains individual life insurance policies on Town Commissioners with the proceeds of said life insurance policies designated to fund pension benefit expenses for the respective insured Town Commissioner; and

WHEREAS, there is now due and payable life insurance premiums in the amount of TWENTY-ONE THOUSAND NINE HUNDRED SIXTY-FOUR (\$21,964.00) DOLLARS.

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

Section 1: That the Town Commission hereby authorizes and directs the Town to make a payment in the amount of SIXTY-THREE THOUSAND THREE HUNDRED THIRTY-NINE (\$63,339.00) DOLLARS to the Town Commission Supplemental Retirement System for the fiscal year 2019-2020 as recommended by Securian Retirement Systems.

Section 2: That the Town Commission hereby authorizes and directs that the Town to pay the life insurance premiums in the amount of TWENTY-ONE THOUSAND NINE HUNDRED SIXTY-FOUR (\$21,964.00) DOLLARS for the life insurance policies designated to fund pension expenses for the Town Commissioners.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - CARES Act funding.FN24825E.docx

SNIFFEN & SPELLMAN, P.A.
123 North Monroe Street
Tallahassee, Florida 32301
Phone: (850) 205-1996 Fax: (850) 205-3004
Federal I.D. #20-2446163

Terms: Due Upon Receipt

Attn: Marlen Martell
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park FL 33023

Page 1
July 08, 2020
Account No: 20055-001
Statement No: 24486

Advice & counsel re Agatha Muse-Salters Separation

For Legal Services through July 31, 2020.

Thank you for allowing us to serve you.

Previous Balance \$19,347.50

Total Balance Due \$19,347.50

Aged Due Amounts					
<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>121-180</u>	<u>181+</u>
0.00	19,347.50	0.00	0.00	0.00	0.00

Payments received after 08/07/2020 are not included on this statement

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street • Tallahassee, FL • 32301
Phone: 850.205.1996 • Fax: 850.205.3004
www.sniffenlaw.com

July 13, 2020

VIA ELECTRONIC DELIVERY

The Honorable Ashira Mohammed
Mayor, Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
amohammed@townofpembrokepark.com

**Re: Investigation and Drafting of Written Particulars
concerning Agatha Muse-Salters**

Dear Mayor Mohammed,

Last month we sent our Firm's final statement which contained the fees and costs incurred for our investigation and the drafting of written particulars supporting the dismissal with cause of Agatha Muse-Salters. I have been informed the statement remains unpaid at this time. Please make whatever arrangements are necessary to place this statement in line to be paid. If we can provide any additional information or assistance in this regard, please let us know.

Thank you for your assistance with this matter.

Very truly yours,

/s/ Michael P. Spellman

Signed electronically to expedite delivery

MPS/
Enclosure

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street • Tallahassee, FL • 32301
Phone: 850.205.1996 • Fax: 850.205.3004
www.sniffenlaw.com

June 8, 2020

VIA ELECTRONIC DELIVERY

The Honorable Ashira Mohammed
Mayor, Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
amohammed@townofpembrokepark.com

**Re: Investigation and Drafting of Written Particulars
concerning Agatha Muse-Salters**

Dear Mayor Mohammed,

Enclosed with this letter please find the Firm's final statement with attached costs regarding our investigation and the drafting of written particulars supporting the dismissal with cause of Agatha Muse-Salters. If we can provide any additional information or assistance, please let us know.

Thank you for the opportunity to work on this matter.

Very truly yours,

/s/ Michael P. Spellman

Signed electronically to expedite delivery

MPS/
Enclosure

SNIFFEN & SPELLMAN, P.A.
123 North Monroe Street
Tallahassee, Florida 32301
Phone: (850) 205-1996 Fax: (850) 205-3004
Federal I.D. #20-2446163

Terms: Due Upon Receipt

Attn: Marlen Martell
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park FL 33023

Page 1
June 05, 2020
Account No: 20055-001
Statement No: 24173

Advice & counsel re Agatha Muse-Salters Separation

For Legal Services through July 31, 2020.

Thank you for allowing us to serve you.

			Hours	
01/29/2020	MPS	Prepare for and attendance at meeting with Mayor (1.2); post-meeting conference with Elmer Ignacio (0.5).	1.70	467.50
	ECI	Attend meeting with Mayor (1.1); post meeting with Michael Spellman (0.5).	1.60	360.00
01/30/2020	TJH	Strategy conference with Michael Spellman and Elmer Ignacio regarding hearing procedure for terminated employee.	0.30	82.50
	MPS	Confer with Elmer Ignacio and review issues regarding strategy for proceeding forward (0.6); prepare for and attendance at meeting with Mayor (1.5).	2.10	577.50
	ECI	Meeting with Michael Spellman regarding strategy (0.6); meeting with Mayor Mohammed (1.2).	1.80	405.00
01/31/2020	MPS	Review documents from Mayor and relay same to Elmer Ignacio.	0.30	82.50
02/11/2020	ECI	Phone conference with co-counsel Michael Spellman and Town counsel Christopher Ryan regarding preparing Notice of Particulars to be presented to dismissed Town Manager.	0.30	67.50
	MPS	Attend phone conference with C. Ryan and Elmer Ignacio.	0.30	82.50
02/12/2020	MPS	E-mail form C. Ryan and review e-mail from counsel for Muse-Salters.	0.20	55.00
	ECI	Phone conference with Town IT director regarding documents to be emailed related to former Town Manger's public records requests.	0.20	45.00
	TW	Review/analyze issues re capture and conversion of electronic data received from client.	1.50	127.50
02/13/2020	MPS	Communications with C. Ryan.	0.20	55.00

Town of Pembroke Park

Advice & counsel re Agatha Muse-Salters Separation

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June 05, 2020
Account No: 20055-001
Statement No: 24173

			Hours	
02/14/2020	MPS	Prepare for and attend call with C. Ryan.	0.80	220.00
02/19/2020	MPS	Review correspondence (0.2); email C. Ryan (0.2).	0.40	110.00
	ECI	Phone conference with Ashira Mohammed to and in furtherance of determining basis for Notice of Particulars to be issued to former Town Manager (1.3); receipt and analysis of documents received from Mayor Ashira Mohamed (0.2); view Town Commission meeting of Jan. 8, 2020, and summarize issues discussed by Commissioners pertaining to job performance by former Town Manager (1.3).	2.80	630.00
02/20/2020	MPS	Communications from C. Ryan (0.2); communications with Elmer Ignacio (0.2); communication to C. Ryan (0.5).	0.90	247.50
	ECI	Phone conference with Town Attorney Christopher Ryan regarding former Town Manager's attorney's claim for hotel stays while employed by the Town (0.4); prepare for and conduct phone conference with Commissioner Geoffrey Jacobs and discuss job performance issues of former Town Manager (1.7).	2.10	472.50
02/21/2020	ECI	Email from HR Consultant Yolanda Menegazzo regarding demand from former Town Manager's attorney for reimbursement of hotel stays during employment (0.2); confer with co-counsel Michael Spellman regarding matters to including in Notice of Particulars to be issued to former Town Manager (0.2).	0.40	90.00
	MPS	Update with Elmer Ignacio regarding status of Notice of Particulars.	0.20	55.00
02/24/2020	MPS	Review communications from E. Leibovitch (0.1); communications with Elmer Ignacio (0.2)	0.30	82.50
	ECI	Phone conference with Town Attorney Christopher Ryan regarding notice of particulars to be issued to former Town Manager, and demand by former Town Manager for reimbursement of hotel stays during her employment (0.5); series of emails with HR consultant Yolanda Menegazzo regarding matters to be discussed in upcoming phone conference (0.3); confer with Michael Spellman (0.2).	1.00	225.00
02/25/2020	MPS	Review communications to and from C. Ryan (0.2); communications with Elmer Ignacio regarding investigation (0.2).	0.40	110.00
	ECI	Prepare for and conduct phone conference with HR Consultant Yolanda Menegazzo regarding issues with former Town Manager's performance, in furtherance of drafting list of particulars to be presented to former Town Manager (1.1); series of phone conferences with Town Attorney Chris Ryan regarding former Town Manager's claim for reimbursement of hotel stays during her employment (0.4); email with HR consultant Yolanda Menegazzo regarding phone conversation with Town Attorney Chris Ryan about Town's response to demand from former Town Manager's attorney (0.1); receipt of documents provided by Mayor Mohammed in furtherance of drafting notice of particulars to be issued to Town Manager (0.2); review and analysis of		

Town of Pembroke Park

Advice & counsel re Agatha Muse-Salters Separation

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June 05, 2020
Account No: 20055-001
Statement No: 24173

			Hours	
		documents received from Town Attorney pertaining to former Town Manager's claim for reimbursement of hotel stays during employment (0.4); draft notice of particulars to be provided to former Town Manager (1.3); confer with Michael Spellman (0.2).	3.70	832.50
02/27/2020	ECI	Receipt and analysis of document from Mayor Mohammed regarding project assigned to former Town Manager which was not completed.	0.30	67.50
02/28/2020	MPS	Communication from C. Ryan and review attachment.	0.20	55.00
03/02/2020	ECI	Email with City Attorney Christopher Ryan regarding Vice Mayor Howard Clark.	0.10	22.50
03/03/2020	MPS	Meeting with Elmer Ignacio regarding status.	0.20	55.00
	ECI	Conference with Michael Spellman.	0.20	45.00
03/04/2020	ECI	Phone conference with Broward Sheriff's Office to obtain contact information for officers present during Jan. 8th commission meeting when Town Manager was dismissed.	0.40	90.00
03/05/2020	ECI	Prepare for and conduct phone conference with Broward County Sheriff Capt. Stephanie Coker regarding her observations when former Town Manager was cleaning out her office after her dismissal.	1.60	360.00
	MPS	Review ethics code and other policies forwarded by client.	0.60	165.00
03/06/2020	MPS	Review additional documents from client.	0.30	82.50
03/09/2020	ECI	Receipt and analysis of documents from City Attorney Chris Ryan regarding claims for unpaid wages and benefits from former Town Manager.	0.30	67.50
	MPS	Review e-mail from client with addition information.	0.40	110.00
03/10/2020	ECI	Phone conference with Vice Mayor Reynold Dievielle regarding his knowledge about the work performance of former Town Manager who was dismissed.	1.20	270.00
03/11/2020	ECI	Prepare for and conduct phone conference with Chris Ryan and Vice Mayor Howard Clark regarding former Town Manager's work performance.	1.20	270.00
03/12/2020	ECI	Prepare for and conduct phone conference with Commissioner Reynold Dievielle regarding the work performance of former Town Manager; prepare for and conduct phone conference with Harry Taubenfeld regarding the work performance of former Town Manager.	2.20	495.00
	MPS	E-mail from client with comments from counsel for Town Manager.	0.20	55.00
03/17/2020	MPS	Review communication between town and Counsel for Muse Salters	0.20	55.00
03/26/2020	ECI	Phone conference with Town attorney Chris Ryan regarding upcoming Commission meeting; receipt and analysis of documents received from Town		

Town of Pembroke Park

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June 05, 2020
Account No: 20055-001
Statement No: 24173

Advice & counsel re Agatha Muse-Salters Separation

			Hours	
		Attorney Chris Ryan regarding former Town Manager.	0.80	180.00
	MPS	Review numerous e-mails from city to counsel for Muse Salters.	0.40	110.00
04/03/2020	ECI	Prepare for and conduct phone conference with Valerie Price, Payroll Director regarding facts and circumstances of Town Manager receiving cost of living salary increase.	0.90	202.50
04/06/2020	ECI	Continue drafting particulars as basis for dismissal of Town Manager; continue to review documents provided by HR consultant Yolanda Menegazzo pertaining to communications between Town Manager and Commission members.	3.90	877.50
04/07/2020	ECI	Continue drafting particulars as basis for dismissal of Town Manager; continue to review documents provided by HR consultant Yolanda Menegazzo pertaining to communications between Town Manager and Commission members.	4.20	945.00
04/10/2020	ECI	Phone conference with Town Attorney Chris Ryan pertaining to additional evidence obtained by Commissioner Jacobs regarding Town Manager's absenteeism.	0.30	67.50
04/15/2020	ECI	Continue to draft list of particulars (1.5); phone conference with Commissioner Georgina Cohen pertaining to the dismissal of Town Manager (0.4).	1.90	427.50
04/16/2020	ECI	Continue to review case file documents including organizational audit by Bob Inzer, report by management consultant Oel Wingo, fiscal year 2017-2018 audit documents; 2019-2020 fiscal year budget, email correspondence between Town Manager and Commissioner Jeffery Jacobs, and documents provided by Town Manger's attorney, all in furtherance of drafting particulars; continue drafting list of particulars; phone conference with Mayor Ashira Mohammed regarding list of particulars.	7.60	1,710.00
04/17/2020	ECI	Continue to draft list of particulars to be presented former Town Manger.	3.00	675.00
04/22/2020	MPS	Revising Investigative report; communications with Town Attorney and review forwarded email.	2.60	715.00
04/23/2020	MPS	Revising investigative report.	4.20	1,155.00
04/24/2020	ECI	Continue to finalize notice of particulars (.8); confer with co-counsel Michael Spellman regarding finalizing notice of particulars to be presented to Mayor Ashira Mohammed (.4).	1.20	270.00
	MPS	Further revisions to Investigative Report and meeting with Elmer Ignacio regarding follow up.	1.90	522.50
05/04/2020	MPS	Telephone conference with C. Stearns.	0.20	55.00
05/06/2020	ECI	Phone call with Yolanda Menegazzo and discuss her observations of Town		

Town of Pembroke Park

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June 05, 2020
Account No: 20055-001
Statement No: 24173

Advice & counsel re Agatha Muse-Salters Separation

			Hours	
		Manager's absences from Town Hall (0.6); (0.4) phone conference with payroll employee Valerie Price regarding accounting of Town Manager leave (0.4); phone conference with Commissioner Jacobs regarding his observations of Town Manager's absences from Town Hall (0.7).	1.70	382.50
05/07/2020	ECI	Phone conference with IT director Mark Pakula pertaining to investigation of Town Manager's remote and email activity (0.4); email with Payroll Manager Valerie Price regarding former Town Manager's accounting of her leave (0.1).	0.50	112.50
	MPS	Update regarding communications with Mayor.	0.20	55.00
05/08/2020	MPS	Review data from client.	0.50	137.50
	ECI	Phone conference with IT Director Mark Pakula regarding Town Manager's remote computer and email activity during her employment (0.4); analysis of payroll documents provided by payroll employee Valerie Price (0.3); analysis of documents provided by IT Director Mark Pakula regarding Town Manager's remote computer and email activity during her employment (0.5).	1.20	270.00
05/10/2020	ECI	Continue to draft summary of investigation of dismissal of Town Manager with just cause.	3.50	787.50
05/11/2020	ECI	Phone conference with IT Director Mark Pakula regarding documents provided by Mr. Pakula pertaining to Town Manager's remote work and email activity (0.5); phone conference with Valerie Price regarding leave accounting of Town Manager (0.4); continue drafting and revising summary of investigation for dismissal of Town Manager with Cause (3.0).	3.90	877.50
05/19/2020	MPS	Revising report.	0.80	220.00
05/21/2020	ECI	Continue to draft and revise summary of investigation of basis for dismissal of former town manager.	1.10	247.50
05/22/2020	ECI	Revise and finalize summary of investigation of basis for dismissal of former Town Manager (1.7); email to Mayor Mohammed pertaining to; summary of investigation of basis for dismissal of former Town Manager (0.1).	1.80	405.00
	MPS	Final revisions to report containing written particulars.	0.70	192.50
		Total for Current Services	82.10	19,347.50

Summary by Timekeeper

Timekeeper	Hours	Rate
Elmer Ignacio	58.90	\$225.00
Terry J. Harmon	0.30	275.00
Michael P. Spellman	21.40	275.00
Trae Wylie	1.50	85.00

Total Current Charges 19,347.50

Town of Pembroke Park

Advice & counsel re Agatha Muse-Salters Separation

Page 6
June 05, 2020

Account No: 20055-001
Statement No: 24173

Total Balance Due

\$19,347.50

Payments received after 08/07/2020 are not included on this statement

Harry Taubenfeld

From: Harry Taubenfeld on behalf of Finance Director
Sent: Friday, August 14, 2020 8:58 AM
To: Christian Noel
Subject: FW: Pembroke Park - Investigation of Muse-Salters
Attachments: 20.07.13 Ltr with final statement.docx; 20.06.08 Ltr with final statement.docx; Reprint_Updated_Statement.pdf; Reprint_Updated_Statement_1.pdf

From: Chris Ryan [mailto:cjr@ryanlawfl.com]
Sent: Monday, August 10, 2020 5:22 PM
To: Ashira Mohammed <amohammed@townofpembrokepark.com>; Ambassadorclark <ambassadorclark@townofpembrokepark.com>; Geoffrey Jacobs <gjacobs@townofpembrokepark.com>; Georgina Cohen <gcohen@townofpembrokepark.com>; Reynold Dieuveille <rdieuveille@townofpembrokepark.com>; JC Jimenez <jcjimenez@townofpembrokepark.com>; Finance Director <financedirector@townofpembrokepark.com>
Cc: Michael Spellman <mspellman@sniffenlaw.com>; Elmer Ignacio <eignacio@sniffenlaw.com>
Subject: FW: Pembroke Park - Investigation of Muse-Salters

CAUTION: This email originated from outside Town of Pembroke Park. Exercise caution when opening attachments or clicking links, especially from unknown senders.

When in doubt, please contact IT mpakula@townofpembrokepark.com

Good afternoon,

Attached are the correspondence and statement of account for Sniffen & Spellman, P.A. for their legal services related to the termination of employment of Agatha Muse-Salters. The statement of account appears to accurately describe the legal services provided and the amount of time required to perform those services. It is my opinion that the statement of account is acceptable for payment.

Thank you.

Chris

Christopher J. Ryan
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, FL 33004
Phone: (954) 920-2921
Fax: (954) 921-1247
Email: cjr@ryanlawfl.com



Board Certified City, County
and Local Government Law

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL
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ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

From: Kristin Hamlet [mailto:khamlet@sniffenlaw.com]
Sent: Monday, August 10, 2020 8:53 AM
To: 'cjr@ryanlawfl.com'
Cc: Michael Spellman; Marisa Duber
Subject: Pembroke Park - Investigation of Muse-Salters

Good morning Mr. Ryan,

Please see attached the requested statements regarding the Town of Pembroke Park matter.

Also attached are the correspondence letters from Mr. Spellman.

If you have any questions or concerns please do not hesitate to contact me.

Thank you and have a great week.

Thank you,

Kristin L. Hamlet
Billing Specialist

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street
Tallahassee, Florida 32301
T (850) 205-1996 / F (850) 205-3004
E-mail: khamlet@sniffenlaw.com
Website: www.sniffenlaw.com / Twitter: @Sniffenlaw

From: Chris Ryan [mailto:cjr@ryanlawfl.com]
Sent: Friday, August 7, 2020 12:01 PM
To: Michael Spellman <mspellman@sniffenlaw.com>
Cc: Elmer Ignacio <eignacio@sniffenlaw.com>; Marisa Duber <mduber@sniffenlaw.com>; JC Jimenez <jcijimenez@townofpembrokepark.com>; Finance Director <financedirector@townofpembrokepark.com>
Subject: RE: Pembroke Park - Investigation of Muse-Salters

Good morning,

Please send me the statements and I will forward them to the Finance Director, Harry Taubenfeld, who is copied on this email.

Thank you.

Chris

Christopher J. Ryan
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, FL 33004

Phone: (954) 920-2921
Fax: (954) 921-1247
Email: cjr@ryanlawfl.com



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From: Michael Spellman [mailto:mspellman@sniffenlaw.com]
Sent: Friday, August 07, 2020 10:06 AM
To: Christopher J. Ryan (cjr@ryanlawfl.com)
Cc: Elmer Ignacio; Marisa Duber
Subject: Pembroke Park - Investigation of Muse-Salters

Mr. Ryan,

In reviewing our prebills, I noticed that the City has not made any payment towards the outstanding invoices we sent to the Mayor in June and July. Can you advise of the status of payment?

Thank you.

Michael

Michael P. Spellman

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street
Tallahassee, Florida 32301
T (850) 205-1996 / F (850) 205-3004
E-mail: mspellman@sniffenlaw.com
Website: www.sniffenlaw.com / Twitter: @Sniffenlaw



IMPORTANT NOTICE REGARDING EMAIL COMMUNICATION: With changes in technology, the Firm is aware that email is a common method of communication; however, please keep in mind the following: (1) clients should never use computers maintained or monitored by others (e.g., work; public computers) when communicating about sensitive or attorney-client matters; (2) incoming emails may not be read immediately, because the intended recipient may be out of the office or otherwise unavailable; if your email communication is time-sensitive, please call our office to ensure we are aware of your email; and (3) the Firm uses automated filters to block viruses and unwanted emails. It is possible the Firm's network may not recognize your email address and prevent your emails from being properly delivered. Please call our office if we have not responded to your email within a reasonable time or if the matter is time-sensitive.

CONFIDENTIALITY NOTICE: Information in this email may be protected from distribution by law, confidential, or protected from disclosure by the attorney-client privilege. It is intended only for the use of the disclosed individual or entity. If you are not the intended recipient of this communication, you are hereby notified that the law may restrict or prohibit the unintended use, copying or distribution of this communication. If you have received this email in error, please email the sender immediately upon receipt for further instruction.

DISCLAIMER: Pursuant to Circular 230 issued by the United States Treasury Department and relating to practice before the Internal Revenue Service, any comment or opinion in this communication relating to a federal tax issue is not intended to be used, and cannot be used, by a taxpayer for the purpose of avoiding tax-related penalties that may be imposed on the taxpayer.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.

2455 E. Sunrise Blvd.

Suite #1000

Fort Lauderdale, Florida 33304

Tax I.D.#: 65-0220140

August 17, 2020

Billed Through 07/31/2020

Invoice 66132 / JLH 40157 40157

Juan Jimenez
Town Manager
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Regarding:

Michelle Riley vs. Town of Pembroke Park

FOR PROFESSIONAL SERVICES RENDERED:

07/01/2020	JLH	Review initial complaint and summons forwarded by Town attorney Chris Ryan; analysis of defenses	1.90
07/01/2020	JLH	Analysis of deadline for response; telephone conference with Chris Ryan; prepare follow up letter	0.80
07/01/2020	JLH	Receipt and review Town's state court motion for extension of time; memo to file regarding follow-up with counsel for plaintiff	1.10
07/01/2020	JLH	Telephone conference with counsel for plaintiff; memo to file regarding case status	0.30
07/01/2020	JLH	Analysis of proposed removal of state lawsuit to federal court and potential motion to dismiss; memo to file	1.30
07/02/2020	JLH	Assist with preparation of removal package and review of state court litigation file	0.50
07/02/2020	JLH	Letter to Chris Ryan regarding intention to remove state matter to federal court.	0.30
07/02/2020	JLH	Receipt and review confirmation of federal removal; receipt and review designation of case number and assignment to Judge Rodolfo Ruiz; memo to file	0.50
07/02/2020	JLH	Letter to Chris Ryan regarding update case status	0.30
07/02/2020	DHA	Prepare notice of removal for state court	0.50
07/02/2020	DHA	Prepare Notice of Removal with attachments for federal court	1.00
07/03/2020	JLH	Receipt and review confirmation of filing fee from Southern District Clerk; memo to file regarding removal cost claim against plaintiff	0.20
07/03/2020	JLH	Letter to Chris Ryan regarding removal fee	0.10

07/03/2020	JLH	Receipt and review letter directed to Town's Finance Department regarding review of payroll records for plaintiff	0.30
07/03/2020	DHA	Research regarding statute of limitations for FLSA claims	1.60
07/06/2020	JLH	Receipt and review notice of appearance of Elizabeth Carlin as co-counsel for plaintiff; update certificate of service	0.40
07/06/2020	DHA	Research regarding Plaintiff's failure to plead sufficient factual allegations to support FLSA claim	1.70
07/06/2020	DHA	Prepare initial draft of Town's motion to dismiss	4.00
07/07/2020	JLH	Receipt and review letter from Chris Ryan regarding review of motion to dismiss; prepare responding letter	0.40
07/07/2020	DHA	Finalize motion to dismiss	1.00
07/09/2020	JLH	Receipt and review order requiring status report by July 15	0.30
07/09/2020	JLH	Letter to Chris Ryan regarding status of investigation regarding Town's payment practices and evaluation of plaintiff's claims	0.30
07/09/2020	JLH	Letter to Chris Ryan regarding deadline for removal status report	0.30
07/10/2020	JLH	Telephone conference with Chris Ryan regarding removal status report, investigation into plaintiff's payment history and litigation strategy, receipt and review follow-up letters from Town representative regarding investigation status	0.70
07/10/2020	DHA	Draft and review removal status report	2.90
07/13/2020	JLH	Revise and finalize removal status report; prepare exhibit confirming timely removal on July 2	0.70
07/13/2020	JLH	Preliminary review of payroll records for plaintiff covering periods from September 21, 2015, through September 25, 2016, September 26, 2016 through September 24, 2017, and September 25, 2017 through April 20, 2018; memo to file regarding follow-up review and proposed conference call with Town representatives regarding discrepancies; memo to file regarding plaintiff's termination on April 20, 2018	3.10
07/14/2020	JLH	Receipt and review proposed memorandum to Town commission regarding respond to initial complaint and procedural history; follow-up telephone conference regarding revisions to memorandum and updated case status; letter to Chris Ryan regarding filing of removal status report	0.80
07/15/2020	JLH	Receipt and review memorandum from Town attorney to Town commission regarding updated case status	0.30
07/16/2020	JLH	Receipt and review order requiring filing of joint scheduling report and filing of certificate of interested parties	0.30
07/16/2020	JLH	Letter to counsel for plaintiff regarding initial draft of scheduling report	0.40
07/23/2020	JLH	Receipt and review amended complaint; analysis of revised claims, absence of federal claim; and absence of valid state law claim; memo to file	1.00
07/23/2020	JLH	Telephone conference with Chris Ryan regarding updated case status	0.30
07/23/2020	JLH	Receipt and review order confirming filing of amended complaint and amended scheduling	0.10

07/23/2020	JLH	Letter to Chris Ryan regarding amended complaint and proposed motion to dismiss	0.30
07/23/2020	JLH	Prepare initial draft of motion to dismiss amended complaint	2.50
07/24/2020	JLH	Letter to Chris Ryan regarding updated case status and content of removal status report	0.30
07/24/2020	DHA	Legal research regarding defects in Amended Complaint	2.70
07/28/2020	JLH	Revise and edit motion to dismiss; letter to Chris Ryan regarding application of sovereign immunity and other defenses in response to amended complaint	1.00
07/29/2020	JLH	Receipt and review letter from Chris Ryan regarding proposed motion to dismiss; revise, edit and finalize motion to dismiss directed to amended complaint	0.50
07/29/2020	JLH	Receipt and review order directing plaintiff to provide statement of claim and supporting documents by August 4	0.50
07/29/2020	JLH	Receipt and review order requiring conference between counsel to discuss potential settlement	0.30
07/30/2020	JLH	Preparation for an attendance at court-ordered conference call with plaintiff's counsel regarding motion to dismiss, absence of federal claim, and potential case resolution; prepare memo to file	1.00
07/30/2020	JLH	Letter to Chris Ryan regarding July 30 motion to dismiss	0.30
Total Professional Services:			<u>\$10,752.50</u>
	Albert, Damian H.	15.40	275.00
	Hochman, J L	23.70	275.00
			\$4,235.00
			\$6,517.50

DISBURSEMENTS

07/13/2020	Damian H. Albert; Invoice # 07/02/2020; Fee for Removal for Southern District of Florida	400.00
07/31/2020	Printing and Imaging Services	43.75
Total Expenses Advanced:		<u>\$443.75</u>
	Printing and Imaging Services	\$43.75
	Fee	\$400.00

Summary:	
Net Balance Forward	\$0.00
Total professional services	\$10,752.50
Total expenses incurred	+\$443.75
Total Amount Billed	\$11,196.25
Less Pre-Paid Applied	\$0.00
Less Trust Funds Applied	\$0.00
Please Pay this Amount	\$11,196.25

AGENDA ITEM REPORT



To:

Subject: New Laptops and Peripherals for Public Works and Building Departments
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Dell Government Contract information Contract # C000000010853
Customer Agreement # 43211500-WSCA-15-ACS
Public Works quote is not budgeted but funds available via the surplus
Building Department quotes are not budgeted and funds Available through the building surplus

FINANCIAL IMPACT:

Public Works \$2786.92
Building \$ 8464.13

RECOMMENDATION:

Purchasing Items from Dell State Contract.

ATTACHMENTS:

[US QUOTE 3000065201265.1 PUBLICWORKS](#)
[US QUOTE 3000065209909.1 BUILDING MON](#)
[Laptops Building 3000067069221.1](#)

	Status:
Town Clerk, Deputy Town Clerk	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000065201265.1
Total \$2,786.92
Customer # 14164554
Quoted On Jul. 17, 2020
Expires by Aug. 16, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Thank you for reaching out to Dell. Please let me know if you need any edits to your quote. Be sure to check correct billing/shipping addresses and contacts.

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 3550	\$1,393.46	2	\$2,786.92

Subtotal:	\$2,786.92
Shipping:	\$0.00
Non-Taxable Amount:	\$2,786.92
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,786.92

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
Mobile Precision 3550		\$1,393.46	2	\$2,786.92
Estimated delivery if purchased today: Jul. 31, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3550 CTO	210-AVBG	-	2	-
Intel Core Processor i7-10510U (4 Core, 8MB Cache, 1.8Ghz, 4.9Ghz Turbo, 15W)	379-BDUJ	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
Intel Core Processor i7-10510U with Nvidia P520 2GB, Thunderbolt	329-BESJ	-	2	-
Nvidia Quadro P520 w/ 2GB GDDR5	490-BFRP	-	2	-
No WWAN Support	320-BDQG	-	2	-
Bezel, IR Camera & Mic	325-BDQH	-	2	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	2	-
16GB, 1X16GB, DDR4 2666Mhz Non-ECC Memory	370-AFDV	-	2	-
M.2 512GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive	400-BEBW	-	2	-
SSD Bracket for M.2 PCIe	575-BBXZ	-	2	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	2	-
Dual Pointing with No Fingerprint, No Smart Card, Thunderbolt	346-BFYP	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	2	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	2	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	2	-
No Out-of-Band Systems Management - No vPro	631-ACKT	-	2	-
Resource Media not Included	430-XYGV	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
Quick Setup Guide for Mobile Precision 3550	340-COOQ	-	2	-
No ENERGY STAR Qualified	387-BBCE	-	2	-
Not EPEAT Registered	389-DVNR	-	2	-
Custom Configuration	817-BBBB	-	2	-
Driver for Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BFNK	-	2	-
Bottom Door	354-BBCB	-	2	-
Regulatory Label included	389-BEYY	-	2	-

FCC Label	389-DPPX	-	2	-
US Order	332-1286	-	2	-
E5 US Power Cord	537-BBBD	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
BTO Standard Shipment (S)	800-BBGT	-	2	-
Mix Model Packaging	340-CRFH	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
No Mouse	570-AADK	-	2	-
No UPC Label	389-BCGW	-	2	-
SupportAssist	525-BBCL	-	2	-
System Driver for Mobile Precision 3550	631-ACKW	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Optimizer for Precision	640-BBSC	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	2	-

Subtotal:	\$2,786.92
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,786.92

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000065209909.1
Total \$1,500.78
Customer # 14164554
Quoted On Jul. 17, 2020
Expires by Aug. 16, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Thank you for reaching out to Dell. Please let me know if you need any edits to your quote. Be sure to check correct billing/shipping addresses and contacts.

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Ultrasharp 32 4K USB-C Monitor – U3219Q	\$750.39	2	\$1,500.78

Subtotal:	\$1,500.78
Shipping:	\$0.00
Non-Taxable Amount:	\$1,500.78
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,500.78

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

Dell Ultrasharp 32 4K USB-C Monitor – U3219Q		\$750.39	Qty 2	Subtotal \$1,500.78
Estimated delivery if purchased today: Jul. 23, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Ultrasharp 32 4K USB-C Monitor - U3219Q	210-AQZZ	-	2	-
Advanced Exchange Service, 3 Years	827-0203	-	2	-
Dell Limited Hardware Warranty	827-0214	-	2	-
			Subtotal:	\$1,500.78
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$1,500.78

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To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000067069221.1
Total \$6,963.35
Customer # 14164554
Quoted On Aug. 17, 2020
Expires by Sep. 16, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

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Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 3550	\$1,332.96	5	\$6,664.80
Dell Thunderbolt Dock- WD19TB	\$298.55	1	\$298.55

Subtotal:	\$6,963.35
Shipping:	\$0.00
Non-Taxable Amount:	\$6,963.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$6,963.35
---------------	-------------------

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Shipping Group Details

Shipping To

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TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
Mobile Precision 3550		\$1,332.96	5	\$6,664.80
Estimated delivery if purchased today: Sep. 14, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3550 CTO	210-AVBG	-	5	-
Intel Core Processor i7-10510U (4 Core, 8MB Cache, 1.8Ghz, 4.9Ghz Turbo, 15W)	379-BDUJ	-	5	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	5	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	5	-
Intel Core Processor i7-10510U with Nvidia P520 2GB, Thunderbolt	329-BESJ	-	5	-
Nvidia Quadro P520 w/ 2GB GDDR5	490-BFRP	-	5	-
No WWAN Support	320-BDQG	-	5	-
Bezel, IR Camera & Mic	325-BDQH	-	5	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	5	-
16GB, 1X16GB, DDR4 2666Mhz Non-ECC Memory	370-AFDV	-	5	-
M.2 512GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive	400-BEBW	-	5	-
SSD Bracket for M.2 PCIe	575-BBXZ	-	5	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	5	-
Dual Pointing with No Fingerprint, No Smart Card, Thunderbolt	346-BFYP	-	5	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	5	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	5	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	5	-
No Out-of-Band Systems Management - No vPro	631-ACKT	-	5	-
Resource Media not Included	430-XYGV	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
Quick Setup Guide for Mobile Precision 3550	340-COOQ	-	5	-
No ENERGY STAR Qualified	387-BBCE	-	5	-
Not EPEAT Registered	389-DVNR	-	5	-
Custom Configuration	817-BBBB	-	5	-
Driver for Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BFNK	-	5	-
Bottom Door	354-BBCB	-	5	-
Regulatory Label included	389-BEYY	-	5	-

FCC Label	389-DPPX	-	5	-
US Order	332-1286	-	5	-
E5 US Power Cord	537-BBBD	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
BTO Standard Shipment (S)	800-BBGT	-	5	-
Mix Model Packaging	340-CRFH	-	5	-
No AutoPilot	340-CKSZ	-	5	-
No Anti-Virus Software	650-AAAM	-	5	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	5	-
No Mouse	570-AADK	-	5	-
No UPC Label	389-BCGW	-	5	-
SupportAssist	525-BBCL	-	5	-
System Driver for Mobile Precision 3550	631-ACKW	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Optimizer for Precision	640-BBSC	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell Power Manager	658-BDVK	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	5	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	5	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	5	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	5	-

Dell Thunderbolt Dock- WD19TB

Estimated delivery if purchased today:

Aug. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

Subtotal:	\$6,963.35
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$6,963.35

Important Notes

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Total \$6,963.35
Customer # 14164554
Quoted On Aug. 17, 2020
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Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 3550	\$1,332.96	5	\$6,664.80
Dell Thunderbolt Dock- WD19TB	\$298.55	1	\$298.55

Subtotal:	\$6,963.35
Shipping:	\$0.00
Non-Taxable Amount:	\$6,963.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
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Shipping To

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PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
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Estimated delivery if purchased today: Sep. 14, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3550 CTO	210-AVBG	-	5	-
Intel Core Processor i7-10510U (4 Core, 8MB Cache, 1.8Ghz, 4.9Ghz Turbo, 15W)	379-BDUJ	-	5	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	5	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	5	-
Intel Core Processor i7-10510U with Nvidia P520 2GB, Thunderbolt	329-BESJ	-	5	-
Nvidia Quadro P520 w/ 2GB GDDR5	490-BFRP	-	5	-
No WWAN Support	320-BDQG	-	5	-
Bezel, IR Camera & Mic	325-BDQH	-	5	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	5	-
16GB, 1X16GB, DDR4 2666Mhz Non-ECC Memory	370-AFDV	-	5	-
M.2 512GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive	400-BEBW	-	5	-
SSD Bracket for M.2 PCIe	575-BBXZ	-	5	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	5	-
Dual Pointing with No Fingerprint, No Smart Card, Thunderbolt	346-BFYP	-	5	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	5	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	5	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	5	-
No Out-of-Band Systems Management - No vPro	631-ACKT	-	5	-
Resource Media not Included	430-XYGV	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
Quick Setup Guide for Mobile Precision 3550	340-COOQ	-	5	-
No ENERGY STAR Qualified	387-BBCE	-	5	-
Not EPEAT Registered	389-DVNR	-	5	-
Custom Configuration	817-BBBB	-	5	-
Driver for Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BFNK	-	5	-
Bottom Door	354-BBCB	-	5	-
Regulatory Label included	389-BEYY	-	5	-

FCC Label	389-DPPX	-	5	-
US Order	332-1286	-	5	-
E5 US Power Cord	537-BBBD	-	5	-
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BTO Standard Shipment (S)	800-BBGT	-	5	-
Mix Model Packaging	340-CRFH	-	5	-
No AutoPilot	340-CKSZ	-	5	-
No Anti-Virus Software	650-AAAM	-	5	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	5	-
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SupportAssist	525-BBCL	-	5	-
System Driver for Mobile Precision 3550	631-ACKW	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Optimizer for Precision	640-BBSC	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell Power Manager	658-BDVK	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	5	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	5	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	5	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	5	-

Dell Thunderbolt Dock- WD19TB

Estimated delivery if purchased today:

Aug. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

	Qty	Subtotal
\$298.55	1	\$298.55

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

Subtotal:	\$6,963.35
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$6,963.35

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Quote No. 3000065209909.1
Total \$1,500.78
Customer # 14164554
Quoted On Jul. 17, 2020
Expires by Aug. 16, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
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Message from your Sales Rep

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Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Ultrasharp 32 4K USB-C Monitor – U3219Q	\$750.39	2	\$1,500.78

Subtotal:	\$1,500.78
Shipping:	\$0.00
Non-Taxable Amount:	\$1,500.78
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,500.78

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Shipping Group Details

Shipping To

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TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
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(195) 470-1434

Shipping Method

Standard Delivery

Dell Ultrasharp 32 4K USB-C Monitor – U3219Q		\$750.39	Qty 2	Subtotal \$1,500.78
Estimated delivery if purchased today: Jul. 23, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Ultrasharp 32 4K USB-C Monitor - U3219Q	210-AQZZ	-	2	-
Advanced Exchange Service, 3 Years	827-0203	-	2	-
Dell Limited Hardware Warranty	827-0214	-	2	-
			Subtotal:	\$1,500.78
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OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No. 3000065201265.1
Total \$2,786.92
Customer # 14164554
Quoted On Jul. 17, 2020
Expires by Aug. 16, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To ACCOUNTS PAYABLE
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Thank you for reaching out to Dell. Please let me know if you need any edits to your quote. Be sure to check correct billing/shipping addresses and contacts.

Regards,
Hattie Bradley

Shipping Group

Shipping To	Shipping Method
MARK PAKULA TOWN OF PEMBROKE PARK 3150 SW 52ND AVE PEMBROKE PARK, FL 33023-5413 (195) 470-1434	Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 3550	\$1,393.46	2	\$2,786.92

Subtotal:	\$2,786.92
Shipping:	\$0.00
Non-Taxable Amount:	\$2,786.92
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$2,786.92
---------------	-------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MARK PAKULA
TOWN OF PEMBROKE PARK
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413
(195) 470-1434

Shipping Method

Standard Delivery

			Qty	Subtotal
Mobile Precision 3550		\$1,393.46	2	\$2,786.92
Estimated delivery if purchased today: Jul. 31, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
Dell Mobile Precision Workstation 3550 CTO	210-AVBG	-	2	-
Intel Core Processor i7-10510U (4 Core, 8MB Cache, 1.8Ghz, 4.9Ghz Turbo, 15W)	379-BDUJ	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	2	-
Intel Core Processor i7-10510U with Nvidia P520 2GB, Thunderbolt	329-BESJ	-	2	-
Nvidia Quadro P520 w/ 2GB GDDR5	490-BFRP	-	2	-
No WWAN Support	320-BDQG	-	2	-
Bezel, IR Camera & Mic	325-BDQH	-	2	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	2	-
16GB, 1X16GB, DDR4 2666Mhz Non-ECC Memory	370-AFDV	-	2	-
M.2 512GB PCIe NVMe Class 40 Opal 2.0 Self Encrypting Solid State Drive	400-BEBW	-	2	-
SSD Bracket for M.2 PCIe	575-BBXZ	-	2	-
Dual Pointing Backlit US English Keyboard	583-BFBO	-	2	-
Dual Pointing with No Fingerprint, No Smart Card, Thunderbolt	346-BFYP	-	2	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	2	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	2	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	2	-
No Out-of-Band Systems Management - No vPro	631-ACKT	-	2	-
Resource Media not Included	430-XYGV	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
Quick Setup Guide for Mobile Precision 3550	340-COOQ	-	2	-
No ENERGY STAR Qualified	387-BBCE	-	2	-
Not EPEAT Registered	389-DVNR	-	2	-
Custom Configuration	817-BBBB	-	2	-
Driver for Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BFNK	-	2	-
Bottom Door	354-BBCB	-	2	-
Regulatory Label included	389-BEYY	-	2	-

FCC Label	389-DPPX	-	2	-
US Order	332-1286	-	2	-
E5 US Power Cord	537-BBBD	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
BTO Standard Shipment (S)	800-BBGT	-	2	-
Mix Model Packaging	340-CRFH	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
No Mouse	570-AADK	-	2	-
No UPC Label	389-BCGW	-	2	-
SupportAssist	525-BBCL	-	2	-
System Driver for Mobile Precision 3550	631-ACKW	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Optimizer for Precision	640-BBSC	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	2	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	2	-

Subtotal:	\$2,786.92
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$2,786.92

Important Notes

Terms of Sale

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AGENDA ITEM REPORT



To:

Subject: Licenses for Capture Client Anti Virus

Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a prorated amount to match up with out current Licenses.We purchased the original licenses from Insight.

FINANCIAL IMPACT:

This is a budgeted Item,The total for three years is \$1994.75

RECOMMENDATION:

To Purchase Licenses for Anti Virus

ATTACHMENTS:

[Capture Client Antivirus](#)

	Status:
Town Clerk, Deputy Town Clerk	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



INSIGHT PUBLIC SECTOR SLED
6820 S HARL AVE
TEMPE AZ 85283-4318
Tel: 800-467-4448

Page 1 of 2

SOLD-TO PARTY 11115292

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

SHIP-TO PARTY

TOWN OF PEMBROKE PARK
PUBLIC SAFETY
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [222649240](#)
Document Date : 18-AUG-2020
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992
Sales Rep 2 : Brian Mayer
Email : BRIAN.MAYER@INSIGHT.COM
Telephone : 4803333085

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB ORIGIN
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities). Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes. PRICE QUOTE IS VALID UNTIL 10/30/2020

Material	Material Description	Quantity	Unit Price	Extended Price
02-SSC-1520	Sonicwall Capture Client Advanced - Subscription license (3 years) - 1 endpoint - volume - 25-49 licenses - Win, Mac - OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 130.00 Discount %: 38.623%	25	79.79	1,994.75
Product Subtotal				1,994.75
TAX				0.00
Total				1,994.75

PURCHASE ORDER REQUIREMENTS:

Quote Number:222649240

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
4804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Brian Mayer
4803333085
BRIAN.MAYER@INSIGHT.COM
Fax 4807609162

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contracting officials on the contracts held by Insight to minimize the impact of tariffs to our clients.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at: http://www.insight.com/en_US/help/terms-of-sale-products-ips.html



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AGENDA ITEM REPORT



To:

Subject: Barracuda Licenses for Email Security

Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is a prorated amount from the company we purchase the original license CSPI

FINANCIAL IMPACT:

This is a budgeted item \$ 6653.50

RECOMMENDATION:

Purchase Licenses from Barracuda

ATTACHMENTS:

[License Barracuda 0320-18901](#)

	Status:
Town Clerk, Deputy Town Clerk	None
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-18901

Date: 08/11/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: 35 Users

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: 9547014345

Email: mpakula@townofpembrokepark.com

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

County:

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	1	BEO001A-ES	Barracuda Essentials Security Service Subscription 1 Month - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$6,653.50	\$6,653.50
2	1	BEO001A-BCAS	Barracuda Cloud Archiving Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
3	1	BEO001A-BFIR	Barracuda Forensics and Incident Response (Users) 1 month - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
4	1	BEO001A-BSENT	Barracuda Sentinel For Office 365 Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
5	1	BEO001A-BPL	Barracuda PhishLine Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
6	1	BEO001A-CCB	Barracuda Cloud to Cloud Backup Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
7	1	GSA	GSA #GS-35F-0511T Comments: Pricing is based off previous GSA Discounting. Total 70 Licenses	\$0.00	\$0.00
				Sub Total:	\$6,653.50
				Shipping:	\$0.00
				Tax:	\$0.00
				Total:	\$6,653.50

Partial orders and quotes over 30 days from issuance are subject to price change.

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.

http://www.cspi.com/wp-content/uploads/2016/07/CSPIts_modcomp_TC.pdf



Modcomp, Inc.

DBA CSPI Technology Solutions

1182 East Newport Center Drive

Deerfield Beach FL 33442

Phone: (800) 940-1111 Ph/Ext: 954-571-4626

Quote

0320-18901

Date: 08/11/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

Representative: Bob Palmisano
(bob.palmisano@cspi.com)

Project Name: 35 Users

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: 9547014345

Email: mpakula@townofpembrokepark.com

Billing Address

Shipping Address

Contact:

Contact: Mark Pakula

3150 SW 52ND AVE.

3150 SW 52ND AVE.

PEMBROKE PARK FL 33023

PEMBROKE PARK FL 33023

Phone: (000) 000-0000

Phone: (000) 000-0000

County:

County:

Terms: NET 30

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2	1	BEO001A-BCAS	Barracuda Cloud Archiving Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
3	1	BEO001A-BFIR	Barracuda Forensics and Incident Response (Users) 1 month - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
4	1	BEO001A-BSENT	Barracuda Sentinel For Office 365 Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
5	1	BEO001A-BPL	Barracuda PhishLine Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
6	1	BEO001A-CCB	Barracuda Cloud to Cloud Backup Service - SN 1298729 Comments: Eff. Dates: 2020-08-11 - 2024-12-03 (1575 days) Months 51.8	\$0.00	\$0.00
7	1	GSA	GSA #GS-35F-0511T Comments: Pricing is based off previous GSA Discounting. Total 70 Licenses	\$0.00	\$0.00
				Sub Total:	\$6,653.50
				Shipping:	\$0.00
				Tax:	\$0.00
				Total:	\$6,653.50

Partial orders and quotes over 30 days from issuance are subject to price change.

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.

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http://www.cspi.com/wp-content/uploads/2016/07/CSPIts_modcomp_TC.pdf



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	FEMA subgrant agreement - COVID
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	FEMA subgrant agreement
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	It is my recommendation that we approve this agreement so that we are able to start applying for reimbursement.
Additional Action Needed:	

Agreement Number: Z1886

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Pembroke Park, Town of</u>
Sub-Recipient's unique entity identifier:	<u>024477655</u>
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	<u></u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u></u>
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Pembroke Park, Town of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,

- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kim Schoffel

Title Program Supervisor

Bureau of Recovery

Florida Division of Emergency Management

2555 Shumard Oak Blvd.

Tallahassee, FL 32399-2100

Telephone: (850) 815-4448

Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
 - ii. The criteria for evaluating the successful completion of each deliverable.
- i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

"a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling \$131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of

\$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division 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.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

- ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.
- iv. 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 Section 1352, Title 31, U.S. Code. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

Agreement Number: Z1886

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: _____Pembroke Park, Town of_____

By: _____
Name: _____
Title: _____
Date: _____
FEID# _____59-0968454_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Jared Moskowitz, Director
Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - o Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Pembroke Park, Town of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
DR-4486 Total:			\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - o A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
By: _____	Sub-Recipient's Name _____
Signature _____	
_____	_____
Name and Title _____	DEM Contract Number _____
_____	_____
Street Address _____	

City, State, Zip _____	

Date _____	

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.	
Sub-Grantee Authorized Agent Signature	
Date	

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT			
Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: Day:			
Sub-Grantee's Federal Employer's Identification Number (EIN) -			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) - -			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000~~00~~ or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
 - a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title

Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with anestimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
 - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects; and/or
 - b) Requests for Improved Projects; and/or
 - c) Requests for Mitigation Opportunities; and/or
 - d) Requests for Revised Scope of Work; and/or
 - e) Significant Cost Variance (>20%); and/or
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or
 - iii) Request Appeal via Arbitration
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - o Delay in obtaining permits
 - Permitting agencies involved and application dates
 - o Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - o Specific details
- Other reason for delay
 - o Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. **ADVANCES**

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
 - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (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;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 024477655

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	☐
Required/Recommended Provision and Required Exact Language	☐
Not Required for PA Awards (Grants)	☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	Not applicable to PA grants
5.	Copeland Anti-Kickback Act	Construction work > \$2k	Not applicable to PA grants
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	Not applicable to PA grants
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

- 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 11246 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(C).

b. Key Definitions.

- i. 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.
 - ii. 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.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. 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 contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 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.

(7) In the event of the contractor'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 contractor 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 section 1352, title 31, U.S. Code. 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, _____, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA 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 EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

RESOLUTION NO. 2020-100

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF PEMBROKE PARK (Z1886); AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND ELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR DESIGNATION OF AUTHORITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town has expended significant financial resources to combat the effects of COVID-19 pandemic; and

WHEREAS, the Federal Emergency Management Agency has allocated funds to various state agencies for payment to local governments for reimbursement of expenses incurred by local governments for COVID-19 pandemic related activities; and

WHEREAS, it is necessary for the Town to make and enter into the Federally-Funded Subaward and Grant Agreement with State of Florida Division of Emergency Management in order to receive the FEMA funding to reimburse Town for expenses incurred for COVID-19 pandemic related activities.

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

Section 1: That the above recitals are true and correct and incorporated herein.

Section 2: That the Town is authorized and directed to enter into the Federally-Funded Subaward and Grant Agreement with State of Florida Division of Emergency

Management (Z1886), said Agreement being on file with the Town clerk and by reference made a part hereof.

Section 3: That the Mayor and appropriate Town Officials are authorized and directed to execute and deliver said Agreement for and on behalf of Town.

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.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - Commissioner Pension Plan.FN18455E.docx



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	City Fire - fire alarm monitoring contract
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	1.) Monitoring services contract 2.) Fire alarm service agreement
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	The current contract has expired has of April 2019
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	Pricing has not changed
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



5708 S.W. 25TH STREET West Park, FL 33023
1-800-690-1338
(954) 987-1338 Fax (954) 987-6989
WWW.CITYFIREINC.COM

Account #
3842-39
System Model #
MS54D

MONITORING SERVICES CONTRACT

This Contract is made and entered into this date, 7/1/2020, by and between

Name TOWN OF PEMBROKE PARK Phone # 954-966-4600

Address 3150 SW 52 AVE City Pembroke Park St FL Zip 33043

and City Fire Inc. (hereinafter "we, us, our") located at the above address. We agree to provide monitoring service for the above mentioned subscriber.
(here in after "you, your") address and to provide additional services Limited Warranty or Extended Limited Warranty.

Service as indicated below. You agree to pay us the amounts summarized below, upon and subject to the terms and conditions of this contract.

Basic Monthly Monitoring amount for signal receiving and notification services \$ 129.95

Extended Limited Warranty Service \$ 0.00

Additional Service for \$ 0.00

TOTAL MONTHLY MONITORING SERVICE CHARGE (excluding local taxes) \$ 129.95

BILLING FREQUENCY: ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Annually ☐ Auto Pay ☐ Invoicing

TERM OF CONTRACT: The initial term of this Contract is for three (3) years. Alarm monitoring and notification services will begin when the alarm system is installed, operational and when the communications connection is completed. This Contract will not automatically renew for successive one (1) year terms unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If terminated, this contract ends on the last day of the then-current term.

EMERGENCY INFORMATION SCHEDULE

E-MAIL _____ E-MAIL _____

SOCIAL SECURITY # _____ CUSTOMER PIC FAIR

REQUIRED - KEY HOLDER/RESPONSIBLE PARTIES - List in order of preference the individuals whom should be called if and when the alarm triggers. Those listed need to have access to the monitored location, a PIC (password), and a code to arm and disarm the alarm system.

1. Name _____ Phone _____ cell - work - home

2. Name _____ Phone _____ cell - work - home

3. Name _____ Phone _____ cell - work - home

4. Name _____ Phone _____ cell - work - home

Electronic Payment Options:

Name as it is on credit/debit card - _____ Exp Date _____

Card # _____ Card Holder Signature _____

Card Verification code # _____

THE ENTIRE CONTRACT BETWEEN THE PARTIES CONSISTS OF THE ALARM MONITORING SERVICES CONTRACT, SCHEDULE OF PROTECTION AND ANY AUTHORIZED ATTACHMENTS WHICH TOGETHER SUPERCEDE ALL OTHER AGREEMENTS, UNDERSTANDINGS, ADVERTISEMENTS OR REPRESENTATIONS IN CONNECTION WITH THE SERVICES PROVIDED HEREIN. BEFORE SIGNING THIS CONTRACT YOU ADMIT THAT YOU HAVE READ THE FRONT AND BACK OF THIS CONTRACT AND UNDERSTAND ALL THE TERMS AND CONDITIONS OF THIS CONTRACT. YOU UNDERSTAND THAT NO ALARM SYSTEM CAN GUARANTEE PREVENTION OF LOSS. HUMAN ERROR IS ALWAYS POSSIBLE. ALARM SIGNALS MAY NOT BE RECEIVED IF THE TELEPHONE LINE OR OTHER TRANSMISSION SYSTEM IS CUT, INTERFERED WITH OR OTHERWISE DAMAGED. TO HELP AVOID PROBLEMS YOU UNDERSTAND THAT IT IS YOUR RESPONSIBILITY TO TEST YOUR ALARM SYSTEM WEEKLY.

THIS CONTRACT SHALL NOT BE BINDING UPON US UNTIL AN AUTHORIZED REPRESENTATIVE SIGNS THIS CONTRACT. WE HAVE NO RESPONSIBILITY FOR MONITORING SERVICES UNTIL ALL PERMITS REQUIRED BY LAW ARE RECEIVED BY US.

YOU UNDERSTAND THAT THE ALARM SYSTEM COMMUNICATES TO THE MONITORING CENTER THROUGH A STANDARD TELEPHONE (POTS) LINE. SOME NON-TRADITIONAL TELEPHONE SERVICES REQUIRE A MODIFICATION TO THE SYSTEM TO HELP ENSURE THAT TRANSMISSION OF THE ALARM SIGNALS WILL GET THROUGH TO THE MONITORING CENTER. IF YOU CHANGE YOUR TELEPHONE SERVICE PROVIDER YOU NEED TO CONTACT US SO WE CAN CHECK THAT SIGNALS ARE BEING RECEIVED PROPERLY. INITIAL: _____

Residential Customer's Three (3) Day Cancellation Right

YOU, A RESIDENTIAL CUSTOMER, MAY CANCEL THIS CONTRACT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. You acknowledge being verbally informed of a customer's right to cancel at the time of execution of this contract and have received the attached Notice of Cancellation Form. INITIAL: _____

Accepted by: _____ Accepted by: _____

Sales Representative Signature DARREL Feeley Date 07/07/20 Company Authorized Signature _____ Date _____

Read, Accepted and Customers Copy Received by:

Customers Signature _____ Date _____ Print Customers Name _____



5708 SW 25th Street, Hollywood, FL. 33023 Ph. 954-987-1338 Fax 954-987-6989

www.cityfireinc.com

FIRE ALARM SERVICE AGREEMENT

This Agreement made and entered into this 1st day of July, 2020 by and between City Fire Inc. hereafter referred to as "CF", listed with a Nationally Recognized Testing Laboratory hereafter referred to as (NRTL) and Town of Pembroke Park, hereafter referred to as "SUBSCRIBER".

Service address:	Billing address:
<u>3150 S.W. 52 Ave</u> <u>Pembroke Pines FL</u> <u>33023</u>	<u>3150 S.W. 52 Ave</u> <u>Pembroke Pines FL</u> <u>33023</u>

1) **SERVICES PROVIDED:** Subscriber agrees to pay CF for the services indicated below:

Type of service	Annual amount
Fire alarm monitoring using analog phone lines only <u>29.95 monthly</u>	\$ <u>359.40</u>
GSM Wireless fire alarm monitoring	\$ _____
Test and inspection (Circle interval) <u>Annual</u> Semi-annual Quarterly	\$ <u>150 =</u>
Listed NRTL Central Station service certification and/or Runner service	\$ _____
(Fee will apply to any emergency runner service, see conditions page 3, labor rates)	

Annual charges	\$ <u>509.40</u>
Sales tax	\$ <u>0 Exempt</u>
Total charge	\$ <u>509.40</u>

1) **PAYMENT TERMS AND CONTRACT AMOUNT:** SUBSCRIBER agrees to pay terms as specified herein and CF agrees to provide the selected services indicated above with the terms and conditions set forth herein, subject to approval by CF. Payments will be collected quarterly, semi-annually or annually in advance of services provided.

2) **CONTRACT TERMS:** This contract shall be in effect for a period of 3 years, beginning on 7-1-2020 and ending 6-30-2022.

There will be no auto renewal for this agreement. Prior to the initial term of expiration, this contract shall require updating and signing of a new contract. It will be necessary to update the monitoring agreement, fire service agreement and exhibit A prior to the initial term has expired. The terms and dates of this contract shall coincide with the listed NRTL Central Station Certification. Written notice to cancel must be given by SUBSCRIBER not less than sixty (60) days prior to the initial term has expired. Re-instatement fees will apply on expired listed NRTL certifications.

It is the SUBCONTRACTORS responsibility to remit payment for any unpaid monitoring fees due. In the event SUBSCRIBER cancels before the agreement has expired, the remaining amount on agreement must be paid in full before terminating monitoring services. Under local and state requirements, we are required to notify the local fire department when we are terminating monitoring services for any reason.

Thank you for choosing City Fire Inc. For all your Fire alarm and fire equipment needs

3) EXEMPTIONS AND AMENDMENTS TO STANDARD CONTRACT: None as noted

4) DISCRIPTION OF SERVICES:

CF shall provide runner service, maintenance and perform test and inspections in accordance with NFPA72. Per the requirements for Central Station Services. During the above specified contractual period, the system shall be serviced, tested and maintained by CF ONLY. Any future expansion or changes to the fire alarm system shall require approval by CF so that required adjustments can be made to the Central Station Certification.

a) Elevator call box monitoring service: The central station shall make every effort to promptly determine the location and nature of the emergency call and notify the appropriate authorities by phone.

b) Fire alarm telephone monitoring service: Alarm signals that may be transmitted on standard public telephone service shall be provided by the SUBSCRIBER. The alarm signals are sent by a U.L. approved transmitter and received by a U.L. approved receiver at a central station. Response to signals received shall meet the requirements of NFPA72. Per the requirements for Central Station Services.

c) Fire alarm- test and inspections: Test and inspection service shall be performed on equipment as noted on exhibit "A" at intervals in accordance with current NFPA72 standards. Inspections will be documented, paperwork and/or tags will be provided. It is the subscriber's responsibility to keep records on premises.

d) Fire alarm runner service: CF shall provide runner service 24 hours per day, 365 days per year in accordance with NFPA72. Per the requirements for Central Station Services. SUBSCRIBER will be charged the current service labor rate for runner service personnel to respond and take actions pursuant to governing codes and standards, in an effort to restore the system to normal operating conditions.

Required runner response is 2 hours on alarms and supervisory signals, 4 hours on trouble conditions.

5) ACCESS TO PREMISES

SUBSCRIBER agrees to provide access to the premises fire alarm control equipment 24 hours per day, 365 days per year in order for CF to perform the contracted services within.

Daytime contact information for repair access:

Name: _____ Ph# _____ Ext. _____

Name: _____ Ph# _____ Ext. _____

Facilities that do not have management on premises after hours 365 days per year may designate 1 or more persons to be available. Please indicate whom will be able to meet CF 24 hours per day, 365 days per year or shall be equipped with a lock box or similar device for securing keys to all applicable areas that must be accessed.

Emergency contact #1—Name: _____ Ph# _____

Emergency contact #2—Name: _____ Ph# _____

Emergency contact #3—Name: _____ Ph# _____

Key Box Code: _____ Key box location: _____

Access control system access cards location: _____

Burglary alarm code (when applicable): _____

CF will not be responsible for reproducing or holding keys for areas to be accessed to perform services.

Thank you for choosing City Fire Inc. For all your Fire alarm and fire equipment needs

excused from further performance, upon giving SUBSCRIBER ten (10) days written notice to SUBSCRIBER. SUBSCRIBER acknowledges that the electronic equipment is used in detection and communication is sensitive to nature and therefore subject to influence by external events beyond the control of CF, which may cause the system to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of SUBSCRIBER as set forth in this agreement.

INTERRUPTION OR CANCELLATION OF SERVICE: CF assumes no liability for interruption or contracted service due to acts of god or other cause beyond the control of CF and will not be required to supply service to SUBSCRIBER'S during such events. Should CF'S resources to perform contracted services be impaired to where it is impractical to continue such services, CF shall endeavor to notify SUBSCRIBER immediately.

ASSIGNEES/SUBCONTRACTORS: CF shall have the right to assign this agreement with notice to the SUBSCRIBER and shall have the further right to subcontract any services provided herein. SUBSCRIBER acknowledges that this entire agreement, and particularly those paragraphs relating to maximum Liability and limitations of liability insure to the benefit of and applicable to CF and any assignees and/or other subcontractors of CF, and that they bind SUBSCRIBER with respect to CF and any assignee and/or subcontractors with the same force and effect as they bind SUBSCRIBER to CF.

DEFAULT BY SUBSCRIBER: If SUBSCRIBER fails to pay any amount herein provided within thirty (30) days after same is due and payable, or if SUBSCRIBER fail to perform any provision hereof within thirty (30) days after CF shall have requested in writing performance thereof, then CF shall have the right but not be obligated to exercise the following remedy: Discontinue services upon giving written notice and recover all sums CF may be entitled to under the law.

DELINQUENCY/RECONNECT CHARGES: In the event any payment due hereunder are more than Ten (10) days delinquent CF may impose and collect a late charge at the maximum rate permitted by Florida law, but not greater than Eighteen (18%) percent per annum. If the communicator has been removed by CF because of SUBSCRIBER'S past due balance, and if SUBSCRIBER desires to have CF resume service, SUBSCRIBER agrees to pay in advance to CF a reconnect charge of ninety-five dollars (\$95.00).

TERMINATION: Upon termination of this agreement for any reason, SUBSCRIBER shall permit CF or its agents to enter the SUBSCRIBER'S premises and remove CF'S communicator at a mutually agreed day and time. An appointment shall be scheduled no later than Ten (10) working days after either party requests the removal of equipment.

INVALID PROVISIONS: In the event any of the terms or provisions of this contract shall be declared invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of terms hereof. This agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing and signed by the parties or their duly assigned agent. No waiver of a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. The parties agree that this agreement is to be performed in the State of Florida and shall be governed by the laws of the State of Florida.

NOTICES: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid to the address set forth in this agreement or to any other address provided by one or the other from time to time in writing.

City Fire Inc. Representative

Subscriber

Signature: 

Signature: _____

Print name: Darrel Feeley

Print name: _____

Date: 7-7-20

Date: _____

Thank you for choosing City Fire Inc. For all your Fire alarm and fire equipment needs



5708 SW 25th Street – Hollywood FL 33023 Phone 954-987-1338 Fax 954-987-6989

www.cityfireinc.com

Exhibit "A" OF THE FIRE ALARM SERVICE AGREEMENT

SUBSCRIBER INFORMATION		PREMISE INFORMATION	
NAME	Town of Pembroke Park	NAME	Town of Pembroke Park
STREET	3150 S.W. 52 Ave	STREET	3150 S.W. 52 Ave
SUITE #		BAY/SUITE #	BUILDING#
CITY	Pembroke Park STATE FL ZIP 33023	CITY	Pembroke Park STATE ZIP 33023
Phone 1		Site contact #	
Phone 2		Key holder #	
Mobile #		Key holder mobile #	
EMAIL		Account #	

SYSTEM DEVICE COUNT, EQUIPMENT DETAILS

Device	Device type	Device count
Control Panel	Control	1
Remote power supply	Control	
Remote annunciator	Control	
Back up battery / Size	Control	2 / 7amp
Pull station	Initiating	7
Smoke detector	Initiating	7
Heat detector	Initiating	
Duct smoke detector	Initiating	3
Water flow	Initiating	
Supervisory tamper	Initiating	
Horn Strobe	Indicating	7
Strobe only	Indicating	
Speakers	Indicating	
Mini Sounder	Indicating	
Low Freq. Sounder	Indicating	

- ☒ CF shall conduct test and inspect the above listed equipment
- ☒ CF shall provide runner service Per NFPA72 standards, 24 hours per day, 365 days a year, as requested. Required runner response is 2 hours on alarms and supervisory signals, 4 hours on troubles.
- ☒ Cleaning of smoke detectors during annual test and inspection
- ☐ CF shall provide maintenance service on the above listed SUBSCRIBER equipment. Maintenance service shall apply to normal wear of equipment only. Maintenance does not cover program changes, vandalism, physical abuse, water damage, remodeling, over-voltage, lightning damage, or any other acts of god affecting the equipment above. The following selections shall apply to maintenance service:
- ☒ Other (Specify) Runner Service Available 24 hrs a day

City Fire Inc. Representative
 Print: Dave Feeley
 Signature: [Signature]
 Date: 7-7-02

Subscriber
 Print: _____
 Signature: _____
 Date: _____



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	Waste Management - 3rd Amendment to Franchise Agreement
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title: Tim Day, Public Services Director
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	Renew Waste Management contract
Additional Action Needed:	

THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN
TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA
FOR FURNISHING SOLID WASTE COLLECTION SERVICES

This Third Amendment to Exclusive Franchise Agreement Between Town of Pembroke Park And Waste Management Inc. of Florida for Furnishing Solid Waste Collection Services (the "Agreement") is made and entered this _____ day of 2020, by and between the Town of Pembroke Park, Florida, a municipal corporation ("Town"), and Waste Management Inc. of Florida, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the Town and Contractor entered into the Agreement on December 4, 2015; and

WHEREAS, on or about May 11, 2016, the City and Contractor amended the Agreement to increase bulk collection service to Residential Units and to clarify the Consumer Price Index adjustment ("First Amendment"); and

WHEREAS, on or about _____ the City and Contractor amended the Agreement to provide service to Single Family Dwellings, provide a rate for such service and to add the CLEAN Program to control overfilling of Commercial Containers ("Second Amendment"); and

WHEREAS, the parties desire to amend the Agreement to modify the term, update the notice provisions, and to add a new provision that provides for certain contribution by Contractor to Town sponsored events.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Article 5 is modified to read as follows:

This Agreement shall commence at 12:01 AM on January 1, 2016, and shall terminate at 12:00 midnight on December 31, 2025. This Agreement shall be renewable for additional five (5) year periods on the mutual written agreement of the Contractor and Town. A party not desiring to renew shall provide the other party written notice of same at least fourteen (14) months prior to the end of the then current term.

2. Article 6 is modified to read as follows:

NOTICE

Whenever either party desires to give notice unto the other, it must be in writing and sent by United States mail, return receipt requested, addressed

to the party for whom it is intended, at the place last specified pursuant to this ARTICLE. The address designated for sending notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate The following as the respective addresses for sending notice, to wit:

FOR TOWN:

Juan C. Jimenez, Town Manager
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

WITH A COPY TO:

Christopher J. Ryan, Esq., Town Attorney
Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023

FOR CONTRACTOR:

David Myhan, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

WITH A COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

3. Article 16.8 is added as follows:

16.8 Contribution to Town Events. On or before February 1 of each contract year, Contractor will contribute to the Town the sum of One Thousand Five Hundred Dollars (\$1500.00) in the aggregate in support of Town sponsored events including but not limited to Easter Egg Eggstravaganza, Annual Health Fair & Food Giveaway and Annual Toy Drive.

4. Except as amended herein, the Agreement shall remain in full force and effect as written.

ATTEST:

WASTE MANAGEMENT INC. OF FLORIDA

By: _____
Ronald Kaplan
Assistant Secretary

By: _____
DAVID MYHAN, President

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
City Clerk

By: _____
Mayor



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	Repavement of Linear Walkway
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	(3) quotes - Atlantic Southern Paving & Sealcoating, FL Asphalt Company South, Anything Asphalt
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	Staff did a temporary fix last year with a light seal coat, however the walkway needs repaving. It is not in good condition which may cause a tripping hazard.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	I am recommending that we go with the lowest bidder; Atlantic Southern Paving and Sealcoating
Additional Action Needed:	

Pavement Maintenance Proposal

Town Of Pembroke Park

Christopher McKine

Project:

Lineal Park Cart Path Overlay

3114 SW 24th Street
Pembroke Park, FL 33009



James P. Reese
Account Manager

Your Pavement Contractor

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

James P. Reese
Account Manager
james@atlanticsouthernpaving.com
Cell: 954-299-8513
Office 954-581-5805

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Proposal: Lineal Park Cart Path Overlay



Asphalt Overlay of Cart Paths

1. The area under consideration for an asphalt overlay comprises of approximately 3,995 square feet.
2. **Pre Pave Preparation:** In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
3. All surfaces to be paved will be cleaned of all loose materials, dirt etc.
4. **PrePave Leveling:** Our firm will level low and depressed areas by installing **2.5 tons** of asphalt leveling material.
5. Apply a DOT approved tack coat to promote adhesion between existing asphalt surface and the new pavement surface we are installing.
6. **New Pavement Installation:** Apply S-III hot mix asphalt compacted to an average of 1 inch(es).
7. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
8. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.
9. **Mobilization(s):** This project includes 1 mobilization(s).

Total Price: \$8,249.00

Proposal: Lineal Park Cart Path Overlay



Site Map



Notes:

Proposal: Lineal Park Cart Path Overlay



Existing Cart Path



Notes:

Proposal: Lineal Park Cart Path Overlay



Existing Cart Path



Notes:

Price Breakdown: Lineal Park Cart Path Overlay



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on June 15, 2020.

Item	Description	Cost
1	Asphalt Overlay of Cart Paths	\$8,249.00
Total:		\$8,249.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal is good for a period of up to 90 days from the date of the proposal.

Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____

Christopher McKine | Parks Supervisor
Town Of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
cmckine@townofpembrokepark.com
C: 954-986-0790
O: 954-275-8678

James P. Reese | Account Manager
Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313
E: james@atlanticsouthernpaving.com
C: 954-299-8513
P: 954-581-5805
F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Additional Info: Lineal Park Cart Path Overlay



Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: \$510

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Additional mobilization(s) to be billed at \$4,500 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
8. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
9. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.**
10. Owner agrees to pay asphalt over-runs at \$125.00 per ton.
11. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
12. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
13. Plans, engineering, layout, testing, bonds and as-builts by others.
14. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
15. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
16. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
17. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid invoice past due at least (30) thirty days.
18. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Friday, excluding holidays and weekends.
19. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one (1) year warranty, starting on last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.
20. ***This proposal is good for a period of up to 90 days from the date of the proposal.***

Paving Commercial | Owner Responsibility & Conditions

Proposal: Lineal Park Cart Path Overlay



1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$4,500 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$125.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement
9. De-mucking and removal of unsuitable materials not included.
10. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Attachments



Please click any of the links below to view and print all documents.

Company Attachments

[About Us](#)

[COI 2020](#)

[Customer Reference- Local](#)

[Customer Testimonials](#)

FLORIDA ASPHALT COMPANY SOUTH, INC.

2197 N. Powerline Rd Ste. 2-Pompano Beach, Florida 33069

954-979-5777

09-30-15647-X

FAX 954-776-7727

Linear Park- Chris Mckine

June 9th, 2020

Asphalt Overlay

Town of Pembroke Park- Linear Park
3150 SW 52nd Ave
Pembroke Park, FL

Re: Asphalt overlay

Chris Mckine: Asphalt overlay 3,995 sq. ft.-

Please find enclosed our estimate and scope of work to prep all transition areas and also by saw cutting all areas with roots. We remove asphalt to be able to prune root damage. Haul away all asphalt along with all roots. Compact existing road rock, after compaction of road rock area we will than prime using DOT approved tack. Then bring in HMA and repair asphalt areas with a smooth transition at the above location. After cured we will sealcoat the walkway around Behan Park

1. Asphalt will be cleaned with high powered blower and wire brushed where necessary.
2. Saw cut any areas to make a straight cut.
3. Bring in DOT approved road rock to bring up grade if necessary.
4. Apply DOT approved tack coat to repair surface.
5. Apply up to 1" of, compacted, DOT approved hot mix asphalt. More if needed in some areas.
6. After drying and curing occurs all areas will be open for normal use.

Total price \$9,642.00

Barricades, cones and warning signs will be posted. Permit & process fee is not included. FACS is not responsible for any underlying utilities while excavating. A two year warranty is included. Upon request a line item breakout can be provided and a detailed contract submitted.

Total Cost \$ 9,642.00 50% Deposit 50% upon completion

Owner-Date

FACS-Date

Licenses
CC#90-1193
Occ. #211043



Anything Asphalt
4301 South Flamingo Road Suite 106-140
Davie, Florida 33330
Phone (954) 577-9255

Property Owner: Town of Pembroke Park		Contact: Chris McKine
Phone: 954 275-8678	Email: cmckinc@townofpembrokepark.com	Date: 6/18/20
Job Location: Linear Park Pembroke Park, FL		Bill To: same

Job specifications for materials and labor to resurface the existing asphalt walking paths.
Specifications are as follows:

- ♦ All loose and broken areas of the existing asphalt pavement will be removed and repaired prior to the resurfacing application. Areas where the asphalt pavement butts into another surface will be saw cut and removed to insure a flush grade upon new paving completion. The asphalt and surface tree roots will be removed in areas where tree roots have lifted the asphalt pavement and the existing rock base will be re-compacted and prepared for new paving.
- ♦ Tack material will then be applied to the pavement to insure the adhesion of the new material to the existing surface.
- ♦ The walkways will then be paved with 1 ½ inches of new asphalt and rolled to the existing grade.
- ♦ Contractor will block off work areas to avoid parking and use.
- ♦ Permit & permit service fees are additional to below price.
- ♦ Property owner to provide a copy of the property survey for permit submittal.

Anything Asphalt hereby proposes to furnish labor and materials in accordance with above specifications for the sum of **Twelve Thousand Five Hundred (\$12,500.00)** with the following terms: **\$6,250.00** deposit and balance due on completion of work.

Material is guaranteed as specified, and all work completed according to standard practices. Any changes from above specifications will be extra costs and will be added to the above price. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal may be withdrawn if not accepted within 21 days. See notes and conditions on reverse side.

Authorized Signature, Anything Asphalt

Acceptance of proposal

The prices, specifications, notes and conditions are hereby accepted. You are authorized to do the work. Payment will be as outlined above.

Authorized Signature, Representing property above

Title

Date



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	Cintas - uniform rental agreement
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Proposed agreement from Cintas for uniform rentals including first aid kits
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	The current agreement with Cintas expired May 2020
Background:	
Discussion/Analysis:	
Options:	
Advantages:	Lower pricing
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	I am recommending that we approve the new contract. We currently have no issues with Cintas and this agreement will give us lower pricing with additional services. The
Additional Action Needed:	



FACILITIES SOLUTIONS AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**Date July 29, 2020Customer/Participating Agency Town of Pembroke Park Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Comfort Shirt	0.14
945	Comfort Pant	0.17
	Uniform Advantage	0.04
	Emblem Advantage	0.03
	Prep Advantage	0.03

- This agreement is effective as of this date from 8-15-2020 to 10-31-2025, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.00 ea • Company Emblem \$ 1.50 ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35 per delivery.
- Make-Up charge \$ 1.00 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.10 per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

☐ Initial and check box if Unilease. All Garments will be cleaned by customer

Date _____

☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control

Date _____

☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Date _____

direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: Christopher Dunne Please Print Name _____Title: Government Major Account Manager Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes - a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or

terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Customer bears full responsibility for selecting the flame-resistance clothing and fabrics ("FRC") under this agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled.

Item Number	Item Description	Usage Code	Unit Price	Omnia Price	New Rate
106	SERVICE CHARGE	0	\$0.00	\$0.00	\$0.00
935	COMFORT SHIRT	0	\$0.18	\$0.17	\$0.14
			\$0.19	\$0.17	\$0.14
945	COMFORT PANT	0	\$0.21	\$0.19	\$0.17
	Uniform Advantage				\$0.04
	Prep Advantage				\$0.03
	Emblem Advantage				\$0.03
84035	3X10 BLACK MAT	0	\$4.50	\$4.29	\$4.50
84435	4X6 BLACK MAT	0	\$3.68	\$3.61	\$3.60

First Aid & Safety Division

Item Number	Item Description	Unit Price	Omnia Price
400	SERVICE CHARGE	\$11.95	\$0.00
33129	QUIKHEAL F/P BANDAGES MED	\$16.83	\$12.05
43059	FINGERTIP BANDAGE MED	\$11.77	\$8.43
43659	COMFORT 1/3 STRIP MEDIUM	\$8.34	\$5.97
44269	ELASTIC STRIP MEDIUM	\$10.60	\$3.88
50009	ANTISEPTIC WIPES MEDIUM	\$8.97	\$6.14
50429	ALCOHOL PREP PADS MEDIUM	\$9.64	\$6.41
55556	DISINFECTANT WIPE	\$9.10	\$8.06
91019	COLD PACK, SMALL, 1/BOX	\$5.61	\$3.81
100039	TRIPLE ANTIBIOTIC OINT SM	\$10.01	\$6.65
100419	HYDROCORTISONE CREAM MED	\$15.26	\$10.14
100439	HYDROCORTISONE CREAM SM	\$8.62	\$5.73
101219	FIRST AID CREAM, MED	\$14.31	\$9.51
101239	FIRST AID CREAM SMALL	\$8.56	\$5.69
102435	LIPAD SMALL	\$7.97	\$1.98
102640	BIOFREEZE MUSCLE RLF SM	\$12.11	\$4.03
111730	CRAMP TABLET 80/box (18)	\$19.10	\$12.78
119250	ANTI-DIARRHEAL CAPLETS SM	\$15.50	\$5.63
119260	ALLERGY RELIEF TABLET MED	\$21.49	\$8.48
163050	BURN RELIEF PACKET/ 6 PK	\$14.73	\$3.95
280020	LENS/SCREEN WIPES 100/BX	\$23.12	\$8.63
574143	SORE THROAT CHERRY/SMALL	\$12.04	\$12.04
587819	PEPTO BISMOL 12CT	\$10.62	\$10.62
588026	EMERGEN-C ORANGE 5/PK	\$11.35	\$11.35
616961	NEW LIFE 3.8OZ GEL HAND SANITIZER	\$6.49	\$6.49

Item Number	Item Description	Usage Code	Unit Price	Omnia Price	New Rate
106	SERVICE CHARGE	0	\$0.00	\$0.00	\$0.00
935	COMFORT SHIRT	0	\$0.18	\$0.17	\$0.14
			\$0.19	\$0.17	\$0.14
945	COMFORT PANT	0	\$0.21	\$0.19	\$0.17
	Uniform Advantage				\$0.04
	Prep Advantage				\$0.03
	Emblem Advantage				\$0.03
84035	3X10 BLACK MAT	0	\$4.50	\$4.29	\$4.50
84435	4X6 BLACK MAT	0	\$3.68	\$3.61	\$3.60
Item Number	Item Description	Unit Price	Omnia Price		
400	SERVICE CHARGE	\$11.95	\$0.00		
33129	QUIKHEAL F/P BANDAGES MED	\$16.83	\$12.05		
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44269	ELASTIC STRIP MEDIUM	\$10.60	\$3.88		
50009	ANTISEPTIC WIPES MEDIUM	\$8.97	\$6.14		
50429	ALCOHOL PREP PADS MEDIUM	\$9.64	\$6.41		
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111730	CRAMP TABLET 80/box (18)	\$19.10	\$12.78		
119250	ANTI-DIARRHEAL CAPLETS SM	\$15.50	\$5.63		
119260	ALLERGY RELIEF TABLET MED	\$21.49	\$8.48		
163050	BURN RELIEF PACKET/ 6 PK	\$14.73	\$3.95		
280020	LENS/SCREEN WIPES 100/BX	\$23.12	\$8.63		
574143	SORE THROAT CHERRY/SMALL	\$12.04			
587819	PEPTO BISMOL 12CT	\$10.62			
588026	EMERGEN-C ORANGE 5/PK	\$11.35			
616961	NEW LIFE 3.8OZ GEL HAND SANITIZER	\$6.49			

National First Aid & Safety Addendum

This addendum (hereinafter "Addendum") is dated August 7, 2020 between Cintas Corporation No. 2, a corporation organized and existing under the laws of Nevada or any of its subsidiaries, successors and assigns, (hereinafter "Company") and Town of Pembroke Park (hereinafter Customer), which supplements the existing Facilities Solutions Agreement between Company and Customer dated July 29, 2020 (as amended from time to time, the "Agreement") by adding first aid and safety products and/or training services as outlined below and according to the following conditions:

1. Description of Services: Company shall provide Customer with products and/or on-site restocking service to each location listed in Exhibit A, and to additional locations which may be added by Customer. Company shall clean and inventory all first aid stations in accordance with generally accepted industry standards and supply first aid and other products and services as specified by Customer. All products delivered to Customer's locations under this Addendum shall become the property of Customer. Service area and prices only apply to 48 contiguous US unless otherwise specified. Customer will provide to Company a complete list of its locations in excel format with complete contact information (names, title, address, zip code, and phone number), within 30 days of the execution date of this Addendum, and annually thereafter.
2. Inventory and Prices: Company agrees to provide the first aid and other products and services at the prices set forth on attached Exhibit B. Prices will be in effect at Customer locations currently serviced by Company within thirty (30) days after Company's receipt of an introduction letter and a complete list of Customer locations as outlined in Section 1. The prices in Exhibit B are based on providing monthly First Aid on-site restocking services to all Customer locations.
3. Term: This Addendum shall be effective as of the date listed above and shall continue until the expiration of the Agreement. This Addendum will renew with the Agreement unless one of the parties indicates in writing, within 30 days of the anniversary dates, their desire to terminate the Addendum. Either party may terminate the Addendum if, 30 days after sending the other party a written notice of all concerns via certified mail, the issues are not resolved to the originating party's satisfaction.
4. Service Guarantee and Cancellation: Company guarantees to deliver the highest quality First Aid service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager.

If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement as it pertains to the Customer location to which the complaints relate.

If this Addendum or the Agreement is terminated prior to the scheduled termination date or service at any location terminated prior to the scheduled termination date for such service, including, but not limited to, a sale of the stock or a sale of substantially all assets of Customer or of a particular Customer location serviced under the Agreement, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Addendum or the Agreement is terminated, in whole or in part, by the Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue. Customer shall be responsible for any unpaid charges on Customer's account prior to termination.
5. Price Adjustments: Rates may not exceed rates of the lead agency. Upon each anniversary date of the execution of this Addendum Company may adjust prices by no more than the CPI, or 1.8%. Customer may reject price increase. If Customer requests significant changes to the product fill list, service requirements, sales requirements, billing requirements, or report generation. Should Company

experience any significant cost increases that necessitate price changes during this contract, Company will present Customer with the proposed new prices and explanation. Should Customer deny these changes, Company may choose to exclude those affected items from the program or terminate the Addendum.

6. Terms of Payment: Net 15 days from date of invoice for 2% discount or Net 30 days for no discount.

Customer agrees to carefully review each invoice prior to making payment and to notify Company of any dispute within thirty (30) days from the date of the invoice. Disputes not raised within six (6) months of the invoice date shall be deemed waived by the Customer. If there is an invoice dispute Customer and Company agree that any financial resolution will be limited to the invoices issued during the previous six (6) month period from the date the dispute arises. If Company has overbilled the Customer, a full lump sum credit will be issued by an agreed upon date not to exceed sixty (60) days in the future. If the Company has under billed the Customer, Customer agrees to allow the Company to bill for the full under billing by a mutual agreed upon date not to exceed sixty (60) days in the future.

7. Entire Addendum: If any of the terms of this Addendum conflict with the terms of the Agreement, the terms of this Addendum shall be controlling. This Addendum may not be changed or modified, except by addendum in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

Cintas Corporation No. 2

BY: 

NAME: Christopher Dunne

TITLE: Gov't Major Account Manager

Date: August 7, 2020

Customer: _____

BY: _____

NAME: _____

TITLE: _____

Date: _____

EXHIBIT A

CUSTOMER LOCATIONS INITIALLY COVERED BY ADDENDUM

6730 142nd Ave, Largo, FL

Any other Pinellas County site

EXHIBIT B

Cintas First Aid & Safety National Account Prices

110	CABINET CLEANED	1.00 EA	\$0.0000			
130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000			
400	SERVICE CHARGE	1.00 EA	\$7.9500			
100419	HYDROCORTISONE CREAM, MED	1.00 BOX	\$12.6700			
102640	BIOFREEZE MUSCLE RLF SM	1.00 BAG	\$8.9200			
163020	BURN RELF 4X4 BURN DRSSNG	1.00 EA	\$9.2100			
163050	BURN RELIEF PKCT/ 6 PACK	1.00 PAC	\$12.7900			
0F48-5003149527	06/08/15	110	CABINET CLEANED	1.00 EA	\$0.0000	\$0.00
0F48-5003149527	06/08/15	130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00
0F48-5003149527	06/08/15	400	SERVICE CHARGE	1.00 EA	\$7.9500	\$7.95
0F48-5003149527	06/08/15	50239	HYDROGEN PEROXIDE 2 OZ	1.00 EA	\$8.1500	\$8.15
0F48-5003149527	06/08/15	55556	DISINFECTANT WIPE	1.00 EA	\$7.9500	\$7.95
0F48-5003149527	06/08/15	73029	NON-ADHERENT PAD 2"X3"SM	1.00 BOX	\$7.7500	\$7.75
0F48-5003149527	06/08/15	80200	ELASTIC TAPE 1" X 5'/ROLL	1.00 ROL	\$6.7700	\$6.77
0F48-5003149527	06/08/15	102640	BIOFREEZE MUSCLE RLF SM	1.00 BAG	\$8.9200	\$8.92
0F48-5003149527	06/08/15	163020	BURN RELF 4X4 BURN DRSSNG	1.00 EA	\$9.2100	\$9.21
04/09/15	110	CABINET CLEANED	1.00 EA	\$0.0000	\$0.00	\$0.00
04/09/15	130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00	\$0.00
04/09/15	400	SERVICE CHARGE	1.00 EA	\$7.9500	\$7.95	\$7.95
04/09/15	50239	HYDROGEN PEROXIDE 2 OZ	1.00 EA	\$8.1500	\$8.15	\$8.15
04/09/15	55556	DISINFECTANT WIPE	1.00 EA	\$0.6300	\$0.63	\$0.63
04/09/15	62029	XPECT BURN CARE PUMP 2 OZ	1.00 EA	\$10.5800	\$10.58	\$10.58
04/09/15	102835	DENTAL RELIEF, SMALL	1.00 BAG	\$8.0200	\$8.02	\$8.02
07/06/15	110	CABINET CLEANED	1.00 EA	\$0.0000	\$0.00	\$0.00
07/06/15	130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00	\$0.00
07/06/15	400	SERVICE CHARGE	1.00 EA	\$7.9500	\$7.95	\$7.95
07/06/15	43859	1X3 COMFORT STRIP MEDIUM	1.00 BOX	\$8.3200	\$8.32	\$8.32
07/06/15	43729	X-LONG BANDAGE MEDIUM	1.00 BOX	\$11.6000	\$11.60	\$11.60
07/06/15	44429	LARGE PATCH 2"X3" MED	1.00 BOX	\$10.9800	\$10.98	\$10.98
07/06/15	50030	ANTISEPTIC WIPES SMALL	1.00 BAG	\$6.1000	\$6.10	\$6.10
07/06/15	56568	DISINFECTANT WIPE	1.00 EA	\$7.9500	\$7.95	\$7.95
07/06/15	130479	EYEWASH, 1/2OZ MEDIUM	1.00 BOX	\$19.0800	\$19.08	\$19.08



STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Agreement No. 6381
Customer No. 6381
Date 05/11/15

Customer Name Town of Pembroke Park Phone Number 954/966-4600
Address: 3150 SW 52 AVENUE City: Pembroke Park State: FL Zip Code: 33023

UNIFORM PRICING:

Item #		Inv.	Changes	Weekly Price
935	Work Shirt	11	5	\$0.223 shirt
945	Work Shirt	11	5	\$0.273 pant
448	Pleated Shorts	11	5	\$0.233

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation.
- The additional charges listed below are subject to adjustment by Company, which notice may be in the form of an invoice.
- Name Emblem \$1.50 ea Company Emblem \$2.50 ea
- Custom Emblem \$3.00 ea Embroidery Quote ea
- COD Terms N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments Due 45- Day After End of Month N/A
- Automatic Lost Replacement Charge: Shop Towel: N/A % of Inventory NA each
- Automatic Lost Replacement Charge: Item N/A % of Inventory N/A each
- Minimum Charge: \$60.00 per delivery.
- Make Up Charge: \$1.25 per garment
- Non-Standard/Special Cut Garment (i.e., non-standard, unusually small or large sizes, unusually short or long sleeve or length, etc.)
- premium \$ \$.10 per delivery.
- Seasonal Sleeve Charge: \$ 6.00 per change per week
- Regulations prohibit the transport of textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop Towel Container: N/A
- Artwork Charge for Logo Mat: \$ N/A
- Uniform Storage \$2.28 ea/week, Laundry Lock-up: \$3.04 ea/week, Shipping: \$ NA
- Service charge: \$8.10 per week.

This service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ N/A per garment will be assessed for employees size changed within 4 weeks of installations.

FACILITY SERVICES PRODUCTS PRICING:

	Item	Inventory	Frequency	Unit Price
84035	3X10 Black Mat	1	Weekly	\$8.10
84435	4X6 Black Mat	2	Weekly	\$7.08

Cintas Loc. No 017

By David Craig

Title Service Sales Rep.

Approval: GM _____

Customer

Please Sign Name Ashira Mohammed

Please Print Name Ashira Mohammed

Please Print Title _____



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	Salvage Equipment - golf cart
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Memo
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	This golf cart is no longer in good working condition. The cost to repair exceeds it's value.
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr. Vice- Mayor
Geoffrey Jacobs, Clerk- Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Juan C. Jimenez, Town Manager
Myriam Jacques, Assistant Public Services Director

From: Stephanie Woodbury, Project Manager

Date: July 28, 2020

Re: Salvage Equipment

The Town of Pembroke Park owns some equipment that is well beyond its useful life and needs to be disposed of. I am therefore recommending that the following equipment be declared salvage and disposed of.

Equipment	Vin/Serial Number	Condition	Asset #
EZ-GO golf cart (Model # 20L-92)	720428	Poor	266.00





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

Agenda Request

Meeting Date:	08/26/2020
Subject:	Air Conditioning - maintenance contract
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	(3) proposals - Air Pros, Southeast Mechanical Service, Wind Chill
Fiscal Impact:	Total price increase of \$230.00 for Town Hall and the Parks building at the Preserve
Policy Question(s) for Commission Considerations:	
Summary:	The current agreement with Capital Air has expired and their services have decreased along with terrible customer service.
Background:	
Discussion/Analysis:	The following is a ranking of the received proposals: Air Pros: Town Hall - \$776.00 / Parks - \$776.00 annually
Options:	
Advantages:	Better services
Disadvantages:	Total cost is more than what we are currently paying.
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	I am recommending that we approve the contract with Southeast Mechanical Service which the second lowest bidder. They have done services with the Town before and
Additional Action Needed:	



MAINTENANCE AGREEMENT

This Maintenance contract is between Wind Chill LLC and customer Town of Pembroke Park - Town Hall

Location: 3150 SW 52nd Ave Pembroke Park FL 33023

This Contract provided by Wind Chill LLC includes the following benefits:

1. Inspect existing HVAC systems 12 times per year at intervals of approximately 30 days by a qualified technician.
2. Regular Preventive maintenance as per the attached maintenance checklists.
3. Provide customer with a complete copy of the service report, indicating what repairs are required or recommended, if any.
4. Provide customer priority over non-contracted customers.

Exclusions

- | | |
|---|---|
| A. Cabinets or ductwork | B. Work made necessary by enforcement or government or new building codes. |
| C. Cleaning or sanitizing any grilles, diffusers, coils or unit housing. | D. Variable Frequency Drives |
| E. Concealed drain lines. | F. Replacement of equipment |
| G. Air Balancing | H. Plumbing and Electrical lines beyond the equipment |
| I. Electrical Wiring | J. Compressors |
| K. Service calls related to power failures, acts of GOD, fuse replacements. | L. Parts, Materials, refrigerant and labor to perform diagnostic or repair services |
| M. Electronic/Circuit Boards | N. Condenser and evaporator coils |

General

WIND CHILL shall not be responsible for the system design or its performance in maintaining design conditions. Service will be provided between the hours of 8:00am to 4:30 pm Monday thru Friday at normal service rates at \$ 120.00 /per mechanic and helper (hourly).

Terms & Conditions

1. This contract shall commence on TBD and continue for one year (1yr) and will automatically renew upon each anniversary date.
2. The services included in this contract will be performed for the total yearly sum of \$3,480.00 payable \$ 290.00 monthly upon receipt of invoice.
3. This contract may be canceled at any time with a written 30-day notice.
4. **WIND CHILL** will give 30-day notice of any price increases.

Customer Acceptance:

Name _____
Signature _____
Date _____

Wind Chill LLC Acceptance

Representative _____
Signature _____
Date _____



MAINTENANCE AGREEMENT

During inspection and Service Wind Chill LLC will perform the following:

- a) **Check refrigerant**, check charge and operating pressures as needed.
- b) **Check indoor and outdoor fan motors**, some motors require periodic oiling, also dirty fans cause loss of air flow and low system efficiency.
- c) **Check belts**, this would include tension adjustment and replacement as needed.
- d) **Check electrical connections & compressor**, visually check on all components.
- e) **Check condition of coils**, to determine if cleaning are necessary. We recommend yearly cleaning in order to maintain good INDOOR AIR QUALITY levels.
- f) **Clean or flush drain lines**, Vacuum drain pan and Drain lines.
- g) **Replace Filters**, filter(s) shall be provided by Wind Chill LLC, will be replaced each maintenance



MAINTENANCE AGREEMENT

This Maintenance contract is between Wind Chill LLC and customer Town of Pembroke Park – Parks & Recs

Location: 3115 SW 52nd Ave Pembroke Park FL 33023

This Contract provided by Wind Chill LLC includes the following benefits:

1. Inspect existing HVAC systems 12 times per year at intervals of approximately 30 days by a qualified technician.
2. Regular Preventive maintenance as per the attached maintenance checklists.
3. Provide customer with a complete copy of the service report, indicating what repairs are required or recommended, if any.
4. Provide customer priority over non-contracted customers.

Exclusions

- | | |
|---|---|
| A. Cabinets or ductwork | B. Work made necessary by enforcement or government or new building codes. |
| C. Cleaning or sanitizing any grilles, diffusers, coils or unit housing. | D. Variable Frequency Drives |
| E. Concealed drain lines. | F. Replacement of equipment |
| G. Air Balancing | H. Plumbing and Electrical lines beyond the equipment |
| I. Electrical Wiring | J. Compressors |
| K. Service calls related to power failures, acts of GOD, fuse replacements. | L. Parts, Materials, refrigerant and labor to perform diagnostic or repair services |
| M. Electronic/Circuit Boards | N. Condenser and evaporator coils |

General

WIND CHILL shall not be responsible for the system design or its performance in maintaining design conditions. Service will be provided between the hours of 8:00am to 4:30 pm Monday thru Friday at normal service rates at \$ 120.00 /per mechanic and helper (hourly).

Terms & Conditions

1. This contract shall commence on TBD and continue for one year (1yr) and will automatically renew upon each anniversary date.
2. The services included in this contract will be performed for the total yearly sum of \$2,160.00 payable \$ 180.00 monthly upon receipt of invoice.
3. This contract may be canceled at any time with a written 30-day notice.
4. **WIND CHILL** will give 30-day notice of any price increases.

Customer Acceptance:

Name _____
Signature _____
Date _____

Wind Chill LLC Acceptance

Representative _____
Signature _____
Date _____



MAINTENANCE AGREEMENT

During inspection and Service Wind Chill LLC will perform the following:

- a) **Check refrigerant**, check charge and operating pressures as needed.
- b) **Check indoor and outdoor fan motors**, some motors require periodic oiling, also dirty fans cause loss of air flow and low system efficiency.
- c) **Check belts**, this would include tension adjustment and replacement as needed.
- d) **Check electrical connections & compressor**, visually check on all components.
- e) **Check condition of coils**, to determine if cleaning are necessary. We recommend yearly cleaning in order to maintain good INDOOR AIR QUALITY levels.
- f) **Clean or flush drain lines**, Vacuum drain pan and Drain lines.
- g) **Replace Filters**, filter(s) shall be provided by Wind Chill LLC, will be replaced each maintenance



Southeast Mechanical Service
2315 SW 58th Way
Hollywood, Florida 33023

Tele. (954) 967-7200
Fax (954) 966-3528
Page 1 of 5

Service Customer and Provider

Contract Type

Maintenance.

This Performance Service Agreement (herein "Agreement")
is made and executed this 13 day of August, 2020, by and between

Southeast Mechanical Service (herein "Provider"), 2315 SW 58th Way Hollywood, Florida, and
The Town of Pembroke Park (herein "Customer"), 3150 SW 52nd Avenue, Pembroke Park, Florida

Service Location

Service described in this Agreement shall be provided at the following location:

Building Names & Address:

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

Billing Name & Address If Different:

Payment of Service Agreement

This agreement shall begin on the date of execution (see above) and shall continue for three year(s), and thereafter from year to year until terminated in writing no less than thirty days prior to anniversary date. For these services, as described in this agreement, Customer agrees to pay Provider the annual sum of **\$1,140.00**, payable in accordance with the following invoice schedule and within the general terms and conditions of this agreement:

Monthly ☐

Quarterly ☐

Semi-Annually ☐

Annually ☐

\$285.00

For services not covered under this agreement that are performed by Provider, Customer agrees to pay Provider, upon presentation of itemized invoice(s), the prevailing labor, transportation, and material charges related to such work.

This agreement may be adjusted by Provider on the anniversary date due to changes in actual unit labor costs and unit material costs as compared to labor and material costs of the last adjusted anniversary date. Customer agrees to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

Approval of Service Agreement

By approval of this Agreement, both parties have executed this Agreement on the date and year stated above.

Provider:

Southeast Mechanical Service

Customer:

By:

Tracy Fulton
Authorized Signature

By:

Authorized Signature

Tracy Fulton
Print Name

Print Name

Dated:

August 13, 2020

Dated:

Terms And Conditions

All scheduled service shall be performed during normal working hours. All service shall be performed with qualified personnel supervised by Provider.

In case of any failure to perform its obligations under this agreement, Providers liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon the Customer's proper operation of maintained equipment. This term shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this agreement.

Customer shall permit Provider timely access to areas and equipment, and allow Provider to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during Provider's normal working hours unless otherwise stipulated in this agreement.

The annual Agreement price is conditioned upon the system(s) covered being in maintainable condition. If the initial seasonal start-up for cooling and heating indicates repairs are required, a quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Provider may remove the unacceptable equipment from its scope of responsibility, adjust the annual Agreement price accordingly, or terminate this Agreement.

Customer will promptly pay invoices within ten (10) working days of receipt. Should a payment become thirty (30) days or more delinquent, Provider, at their option, may stop work under this Agreement without notice and/or terminate this Agreement. Furthermore, Provider may calculate, based on prevailing labor, material and transportation rates, the amount owed for services not paid for and receive immediate payment from Customer.

Excluded from this Agreement, unless otherwise stated herein, are repairs or replacement of non-moving items not normally mechanically maintainable such as but not limited to ductwork, boiler shell, and tubes, cabinets, boiler refractory material, heat exchangers, main power service, and electrical wiring, piping, tube bundles, valve bodies, coils, structure supports, oil storage tanks, casings, fixtures, protective screening, hinges, gaskets and tower structure.

Any alteration to, or deviation from, this agreement involving extra work, will result in additional charges for materials and labor used. The exact charge will again be based on prevailing labor, material and transportation fees.

Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

This Agreement does not include responsibility to provide services or cover costs associated with the design of the system, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out of main or branch fuses, low water pressure, vandalism, misuse, or abuse, negligence of the equipment by Customer or others, failure of Customer to properly operate equipment, governmental regulations, insurance regulations, or other causes beyond control of Provider.

If trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Provider may charge Customer a charge based on prevailing labor, material and transportation fees.

Customer shall permit only Provider's personnel or agent to perform work included in the scope of this Agreement. Should unauthorized persons perform such work, Provider's may, at its option, terminate this Agreement or eliminate the involved item of equipment from inclusion within this Agreement.

In the event Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Provider all court costs and attorneys fees incurred by Provider.

Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

Customer shall make available to Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Provider's obligation under this proposal and any subsequent agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such substances are encountered, Provider's sole obligation will be to notify the building owner or owner representative of the existence of such products and materials. Provider shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the agreement price equitably adjusted.

Adherence to The Clean Air Act of July 1, 1992, section 608 and future sections pertaining to Class I and Class II substances as well as contaminated oils and/or lubricants and containment, disposal as well as any additional costs will be at additional charge and be subject to Providers prevailing rates for these services. Provider will supply documentation pertaining to handling, containment and/or disposal to customer as requested but assumes no liability other than the customer's certified agent.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless Provider, its agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by negligence of the Provider.

Under no circumstances, whether arising in agreement, tort, (including negligence) equity or otherwise, will Provider be responsible for loss or use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

This is a maintenance contract only and does not include the parts or materials to perform this service.

All other work and emergency service will be performed at the following rate:

Business hours (8:00 AM to 5:00 PM) Monday – Friday	\$95.00 per mechanic/hr
After hours, Saturdays and Holidays	\$142.50 per mechanic/hr
Minimum (2) two hour service charge for after hour service	
Material: All materials not covered by this agreement will be at the rates set by Southeast Mechanical Service	

The following schedule provides an inventory of the equipment to be maintained and the Frequency of maintenance for each piece of equipment.

[illegible]

GENERAL:

The following is a list of the minimum services provided and should, by no means, constitute less than a **Preventative Maintenance Contract** subject to the Exclusions and conditions mentioned below.

Inspections of all HVAC systems at the location shall occur Quarterly, four (4) times per year, following the date of acceptance of a service agreement or contract.

1. During **each** of the quarterly inspections, check for proper operation.
2. Replace all air filters as necessary, but no less than on a quarterly basis.
3. Inspect and replace as necessary, all belts.
4. Check and calibrate all controls and set points and adjust if necessary.
5. Lubricate all pumps (on water/glycol systems), Check for proper operation.
6. Inspect all electrical contacts and wiring connections and tighten as necessary.
7. Inspect and clean all condensate drains and safety pans.
8. Check and record all amperages and voltages.
9. Check all expansion valve adjustments and correct as necessary.
10. Check and record all operating temperatures and pressures.
11. Check proper operation of cooling towers.
12. Inspect fan and fan belts.
13. Inspect floats for scale build-up and proper operations.
14. Inspect pumps for proper operation.
15. Inspect all valves for proper operation.
16. Inspect and record water treatment levels.
17. Water Treatment Levels must be closely monitored.

Spring (April/May) inspections shall include:

1. Inspect all condenser coils and report condition to customer.
2. Inspect all evaporator coils and report condition to customer.
3. Inspect and clean all condensate drain and safety pans.
4. Inspect and clean all fan and drive assemblies.
5. Oil and grease all bearings, motors, and fans.
6. Inspect baffles, fill, and louvers for any debris, scale or any other matter that would reduce the efficiency of the tower.

Fall (September/October) inspections shall include:

1. Inspect all heating circuits for proper operation.
2. Inspect and calibrate all heating, low ambient, and economizer, outside air and freeze protection controls for proper operation and adjust as necessary.
3. Inspect, check and analyze compressor oil for acids, moisture, and foreign substances.
4. Change oil and replace refrigerant dryers as necessary. (At additional charge)
5. Inspect and verify the heaters are operating properly.

Additional Inclusions:

General Exclusions:

(1) Labor and materials for the repair of non-maintainable items such as ductwork, piping, Condenser/Dry cooler fan motor & blades, Transformers & Fuses, Circuit boards, Refrigerant Piping and related components (sight glass, expansion valve, solenoid etc.), Pressure controls, Fan speed Controls, Sensors, Water Detectors, Smoke detectors, Blower wheels, under this contract.
(2) Repair / Replacement of Compressors / Pumps/Tower gearboxes.

If for any reason the equipment fails while under contract, you can expect SMS to respond immediately, at any time, to ascertain the cause of the problem.



Southeast Mechanical Service
2315 SW 58th Way
Hollywood, Florida 33023

Tele. (954) 967-7200
Fax (954) 966-3528
Page 1 of 5

Service Customer and Provider

Contract Type

Maintenance.

This Performance Service Agreement (herein "Agreement")
is made and executed this 13 day of August, 2020, by and between

Southeast Mechanical Service (herein "Provider"), 2315 SW 58th Way Hollywood, Florida, and
The Town of Pembroke Park (**Parks**) (herein "Customer"), 3150 SW 52nd Avenue, Pembroke Park, Florida

Service Location

Service described in this Agreement shall be provided at the following location:

Building Names & Address:

The Town of Pembroke Park
Parks
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Billing Name & Address If Different:

Payment of Service Agreement

This agreement shall begin on the date of execution (see above) and shall continue for three year(s), and thereafter from year to year until terminated in writing no less than thirty days prior to anniversary date. For these services, as described in this agreement, Customer agrees to pay Provider the annual sum of **\$570.00**, payable in accordance with the following invoice schedule and within the general terms and conditions of this agreement:

Monthly ☐

Quarterly ☐

Semi-Annually ☐

Annually ☐

\$142.50

For services not covered under this agreement that are performed by Provider, Customer agrees to pay Provider, upon presentation of itemized invoice(s), the prevailing labor, transportation, and material charges related to such work.

This agreement may be adjusted by Provider on the anniversary date due to changes in actual unit labor costs and unit material costs as compared to labor and material costs of the last adjusted anniversary date. Customer agrees to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

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Provider:
Southeast Mechanical Service

Customer:

By:

Tracy Fulton
Authorized Signature

By:

Authorized Signature

Tracy Fulton
Print Name

Print Name

Dated:

August 13, 2020

Dated:

Terms And Conditions

All scheduled service shall be performed during normal working hours. All service shall be performed with qualified personnel supervised by Provider.

In case of any failure to perform its obligations under this agreement, Providers liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon the Customer's proper operation of maintained equipment. This term shall not apply if the failure is caused or contributed to by accident, alteration, abuse, or misuse, and shall not extend beyond the term of this agreement.

Customer shall permit Provider timely access to areas and equipment, and allow Provider to start and stop the equipment as necessary to perform required services. All planned work under this agreement will be performed during Provider's normal working hours unless otherwise stipulated in this agreement.

The annual Agreement price is conditioned upon the system(s) covered being in maintainable condition. If the initial seasonal start-up for cooling and heating indicates repairs are required, a quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Provider may remove the unacceptable equipment from its scope of responsibility, adjust the annual Agreement price accordingly, or terminate this Agreement.

Customer will promptly pay invoices within ten (10) working days of receipt. Should a payment become thirty (30) days or more delinquent, Provider, at their option, may stop work under this Agreement without notice and/or terminate this Agreement. Furthermore, Provider may calculate, based on prevailing labor, material and transportation rates, the amount owed for services not paid for and receive immediate payment from Customer.

Excluded from this Agreement, unless otherwise stated herein, are repairs or replacement of non-moving items not normally mechanically maintainable such as but not limited to ductwork, boiler shell, and tubes, cabinets, boiler refractory material, heat exchangers, main power service, and electrical wiring, piping, tube bundles, valve bodies, coils, structure supports, oil storage tanks, casings, fixtures, protective screening, hinges, gaskets and tower structure.

Any alteration to, or deviation from, this agreement involving extra work, will result in additional charges for materials and labor used. The exact charge will again be based on prevailing labor, material and transportation fees.

Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.

This Agreement does not include responsibility to provide services or cover costs associated with the design of the system, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out of main or branch fuses, low water pressure, vandalism, misuse, or abuse, negligence of the equipment by Customer or others, failure of Customer to properly operate equipment, governmental regulations, insurance regulations, or other causes beyond control of Provider.

If trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Provider may charge Customer a charge based on prevailing labor, material and transportation fees.

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Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

Customer shall make available to Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Provider's obligation under this proposal and any subsequent agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such substances are encountered, Provider's sole obligation will be to notify the building owner or owner representative of the existence of such products and materials. Provider shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the agreement price equitably adjusted.

Adherence to The Clean Air Act of July 1, 1992, section 608 and future sections pertaining to Class I and Class II substances as well as contaminated oils and/or lubricants and containment, disposal as well as any additional costs will be at additional charge and be subject to Providers prevailing rates for these services. Provider will supply documentation pertaining to handling, containment and/or disposal to customer as requested but assumes no liability other than the customer's certified agent.

To the fullest extent permitted by law, Customer shall indemnify and hold harmless Provider, its agents and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of the Customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by negligence of the Provider.

Under no circumstances, whether arising in agreement, tort, (including negligence) equity or otherwise, will Provider be responsible for loss or use, loss of profit, increased operating or maintenance expenses, claims of Customer's tenants or clients, or any special, indirect or consequential damages.

This is a maintenance contract only and does not include the parts or materials to perform this service.

All other work and emergency service will be performed at the following rate:

Business hours (8:00 AM to 5:00 PM) Monday – Friday	\$95.00 per mechanic/hr
After hours, Saturdays and Holidays	\$142.50 per mechanic/hr
Minimum (2) two hour service charge for after hour service	
Material: All materials not covered by this agreement will be at the rates set by Southeast Mechanical Service	

The following schedule provides an inventory of the equipment to be maintained and the Frequency of maintenance for each piece of equipment.

[illegible]

GENERAL:

The following is a list of the minimum services provided and should, by no means, constitute less than a **Preventative Maintenance Contract** subject to the Exclusions and conditions mentioned below.

Inspections of all HVAC systems at the location shall occur Quarterly, four (4) times per year, following the date of acceptance of a service agreement or contract.

1. During **each** of the quarterly inspections, check for proper operation.
2. Replace all air filters as necessary, but no less than on a quarterly basis.
3. Inspect and replace as necessary, all belts.
4. Check and calibrate all controls and set points and adjust if necessary.
5. Lubricate all pumps (on water/glycol systems), Check for proper operation.
6. Inspect all electrical contacts and wiring connections and tighten as necessary.
7. Inspect and clean all condensate drains and safety pans.
8. Check and record all amperages and voltages.
9. Check all expansion valve adjustments and correct as necessary.
10. Check and record all operating temperatures and pressures.
11. Check proper operation of cooling towers.
12. Inspect fan and fan belts.
13. Inspect floats for scale build-up and proper operations.
14. Inspect pumps for proper operation.
15. Inspect all valves for proper operation.
16. Inspect and record water treatment levels.
17. Water Treatment Levels must be closely monitored.

Spring (April/May) inspections shall include:

1. Inspect all condenser coils and report condition to customer.
2. Inspect all evaporator coils and report condition to customer.
3. Inspect and clean all condensate drain and safety pans.
4. Inspect and clean all fan and drive assemblies.
5. Oil and grease all bearings, motors, and fans.
6. Inspect baffles, fill, and louvers for any debris, scale or any other matter that would reduce the efficiency of the tower.

Fall (September/October) inspections shall include:

1. Inspect all heating circuits for proper operation.
2. Inspect and calibrate all heating, low ambient, and economizer, outside air and freeze protection controls for proper operation and adjust as necessary.
3. Inspect, check and analyze compressor oil for acids, moisture, and foreign substances.
4. Change oil and replace refrigerant dryers as necessary.(At additional charge)
5. Inspect and verify the heaters are operating properly.

Additional Inclusions:

General Exclusions:

- (1) Labor and materials for the repair of non-maintainable items such as ductwork, piping, Condenser/Dry cooler fan motor & blades, Transformers & Fuses, Circuit boards, Refrigerant Piping and related components (sight glass, expansion valve, solenoid etc.), Pressure controls, Fan speed Controls, Sensors, Water Detectors, Smoke detectors, Blower wheels, under this contract.
- (2) Repair / Replacement of Compressors / Pumps/Tower gearboxes.

If for any reason the equipment fails while under contract, you can expect SMS to respond immediately, at any time, to ascertain the cause of the problem.



Air Pros LLC
Commercial Division
P.O. Box 291676
Davie, FL 33329
954-745-0800
www.AirProsUSA.com
CAC-1819437

Estimate 18880451
Job 18201508
Estimate Date 7/15/2020
Customer PO

Billing Address
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023 USA

Job Address
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023
USA

Estimate Details

Quarterly PM On Town Hall:

Town Hall PM

FHP and COOLING TOWER

Perform Quarterly PM on System

- 1) Customer to Provide Filters in All Units, to include Filters in Package Units and Split Systems throughout
- 2) Visually Inspect and check Freon Levels and quote repairs as/if needed.
- 3) Test Amp Draw on Compressor and Fan Motors/ Check temperature splits across coils (E & C)
- 4) Flush Drain lines & Clean pans on refrigeration and air conditioning units
- 5) Visually Inspect and replace oil on motors as needed & lubricate shafts, wheels, bearing as needed
- 6) Visual Inspection of : Condenser Coil, Evaporator Coil, Blower Assembly Heat Exchangers, Pilot Assemblies, Heaters, Drain pans, Equipment Cabinets, Belt assemblies
- 7) Annual Replacement of Belts, and provide Chemicals and Sanitizers as needed.
- 8) Check with Property Supervisor to ascertain any issues, Clean any Debris from Roof
- 9) Check Thermostats and program as necessary

Task #	Description	Quantity	Your Price	Your Total
Labor Comm	Commerical PM Quarterly Town Hall	4.00	\$194.00	\$776.00
				Sub-Total \$776.00
				Tax \$0.00
				Total \$776.00
				Est. Financing \$9.00

Thank you for choosing Air Pros for all your HVAC Needs! Payments over 30 Days will be charge 3.5 % interest per month. Please remit all Payments to:
Po Box 291676 Davie, FL 33329.

By signing above, customer authorizes performance of the above services and agrees to the Terms and Conditions and conditions set forth on the agreement with regard to these services or any additional services authorized by the customer at the same time services are performed. Customer also agrees to pay and for the charges referenced above, including all applicable taxes, together with any charge for additional services authorized by customer at service work completed. We are not responsible for any paint chipping when registers are removed.

I hereby authorize the work being performed by Airpros, LLC. Airpros, LLC is not responsible for any delays caused by unavailability of parts, materials, weather, unforeseen circumstances, modifications or payment. Airpros, LLC shall not be responsible for loss of or any damage to property or equipment due to moving of equipment, moving personal property, modifications of property, wiring, . refrigerant lines.

All city or local laws, ordinances not directly related to the airhandler, condenser, package unit are the responsibility of the property owner and not Airpros, LLC.

A restocking fee of 20% will be applied to any canceled jobs.

TERMS AND CONDITIONS OF AGREEMENT

Companies Obligation: Company shall provide the services described on front of this agreement consistent with company's standard practices and in accordance with the terms and conditions that forth below.

Promised Results And Hidden Conditions: Customer understands and agrees that these cleanings, installation, repair and restoration services may not totally clean or remove, all contaminants, odors, stains or damages in all areas, even after diligent and reasonable efforts by company. Customer agrees that no such guarantees, warranties or representations as to results or levels of decontamination, cleaning this or restoration are made by company except as stated in writing in this agreement. Customer further acknowledges that there may be hidden or unknown conditions that would affect the cleaning and restoration process used by company and customer agrees that company shall not be responsible for any damage caused by any hidden stains, etc. customer acknowledges that new materials used in restoration may not precisely match existing texture, type, material or color. Prior to companies arrival, customer shall notify company of any preexisting or damaged conditions and shall remove all valuables and breakable items from the area where services may be performed, and customers shall be responsible for any loss or damage resulting there form.

Warranties And Limitation Of Damage: Company warrants to customer(and no other person or entity) that all work will be completed in good and workmanlike manner in accordance with company's standard practices. In the event any defect in services provided by the company, customers exclusive remedy shall be (i) correction of same by reserve, re-treatment, adjustment or repair, or at company's option, (ii) refund of all some paid on the portion of the work which is not warranted. All warranties are void if customer does not keep up with company's maintenance program. THIS IS LIMITED TO ANY WARRANTY OF MERCHANTABILITY HABITABILITY, WORKMANSHIP OR FITNESS FOR A PARTICULAR PURPOSE. ALL OF WHICH ARE HEREBY DENIED BY COMPANY AND WAVE BY CUSTOMER. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER UNDER ANY THEORY FOR ANY ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL OR CONSEQUENTIAL LOSS AND COMPANY'S MAXIMUM LIABILITY TO CUSTOMER FOR ANY LOSS OR DAMAGE ARISING FROM THE SERVICES RENDERED BY COMPANY SHALL NOT EXCEED THE AMOUNT OF THE CONTRACT PRICE PAID BY CUSTOMER FOR THE SERVICES RENDERED HEREIN.

Use of Chemicals: Customer is advised that potential health risk may occur as a result of the application of cleaning agents, deodorizer, sanitizers, micro biotics or any other chemical (referred to as "chemicals") used in the services as described on front of this agreement. The customer acknowledges that he/she accepts the risk as set forth herein customer hereby releases and forever discharge: Air pros and it agents, principles, owners, shareholders, directors, managers and employees from any and all claims as to injuries, damages and health problems of any nature, whether known or unknown, suffered as a result of the application of the chemicals.

Air Pros is a state certified HVAC company and is not a Remediation company.

Completion certifications: Upon completion of the services, or any segment thereof, customer will request execute such instrument as company may reasonably request acknowledging completion of the service. Customer agrees to inspect the services immediately upon completion, and notify company's crew of any complaints before they leave. To the extent that they vividly do so, The parties agree that the service will be deemed to be fully acceptable if not notice of any defect in materials or workmanship is received by company in writing within 3 days of completion of services.

No other agreements or representations: This agreement and any attachments hereto constitute the complete an exclusive statement of the agreement between the parties with respect to the subject matter hereof and shall supersede all proposals, prior agreements and representations, oral or written and all communication between the parties relating to the subject matter hereof. No representative of company had authority to make representations, guarantees, warranties, agreements or other than instrument in writing executed by the dully authorized officer of company and customer.

Cancellations: Invoice orders, permit applications acceptable by customer may not be changed or suspended without Air Pros written consent and payment of reasonable and proper cancellation charges will apply as follows: Customers cost(Invoice Cancellation "Cost" for all permitting) costs incurred prior to cancellation for permitting and filling to the city will be paid by customer in the amount of \$350.

Payment: Customer hereby acknowledge and agrees that "All sales are final". Customer has inspected and accepted verification of a/c unit installation and completion including but not limited to all service work performed as listed on the form. Payments are due upon completion of work to company's representative. Any payments made thereafter shall be delivered at company's address as shown below on the face of this agreement. Any amount owing the company and not paid within 30 days after today shall bear interest at the lesser of 18% per anymore or the highest lawful interest rate until paid. All return checks are subject to a \$35 fee per incident.

Dispute resolution:(customer agrees to notify company of all complaints in writing, and allow company to inspect and/or correct deficiencies in services.) Customer and Company agree that all disputes, controversies or claims regarding inadequacy of services between customer and Company arising from or related to this agreement and/or the services to be provided by company shall be submitted to non-binding meditation or attribution in accordance with applicable alternative dispute resolution procedures. The aware of the arbitrator and any such proceeding shall be final binding upon both parties and either party may apply to an appropriate court to enforce such award, if necessary.

Cost: should company be required to bring an action to enforce terms hereof or declare rights hereunder, then company shall be entitled to recover from all costs and reasonable attorneys fees required in asserting it's right under this agreement and any action, arbitration, trial or appeal.

The terms and conditions of this agreement shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors

Paper check will be converted it to an electronic payment (ach)

Technicians Name _____ Customer's Signature _____



Air Pros LLC
Commercial Division
P.O. Box 291676
Davie, FL 33329
954-745-0800
www.AirProsUSA.com
CAC-1819437

Estimate 18882062
Job 18201508
Estimate Date 7/15/2020
Customer PO

Billing Address
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023 USA

Job Address
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023
USA

Estimate Details

Park PM:
PARK PM
2 Split Systems and Wall Mount Bard/Leech
Perform Quarterly PM on System
1) Customer to Provide Filters in All Units, to include Filters in Package Units and Split Systems throughout
2) Visually Inspect and check Freon Levels and quote repairs as/if needed.
3) Test Amp Draw on Compressor and Fan Motors/ Check temperature splits across coils (E & C)
4) Flush Drain lines & Clean pans on refrigeration and air conditioning units
5) Visually Inspect and replace oil on motors as needed & lubricate shafts, wheels, bearing as needed
6) Visual Inspection of : Condenser Coil, Evaporator Coil, Blower Assembly Heat Exchangers, Pilot Assemblies, Heaters, Drain pans, Equipment Cabinets, Belt assemblies
7) Annual Replacement of Belts, and provide Chemicals and Sanitizers as needed.
8) Check with Property Supervisor to ascertain any issues, Clean any Debris from Roof
9) Check Thermostats and program as necessary

194 x 4 776.00

Task #	Description	Quantity	Your Price	Your Total
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Sub-Total				\$776.00
Tax				\$0.00
Total				\$776.00
Est. Financing				\$9.00

Thank you for choosing Air Pros for all your HVAC Needs! Payments over 30 Days will be charge 3.5 % interest per month. Please remit all Payments to:
Po Box 291676 Davie, FL 33329.

By signing above, customer authorizes performance of the above services and agrees to the Terms and Conditions and conditions set forth on the agreement with regard to these services or any additional services authorized by the customer at the same time services are performed. Customer also agrees to pay and for the charges referenced above, including all applicable taxes, together with any charge for additional services authorized by customer at service work completed. We are not responsible for any paint chipping when registers are removed.

I hereby authorize the work being performed by Airpros, LLC. Airpros, LLC is not responsible for any delays caused by unavailability of parts, materials, weather, unforeseen circumstances, modifications or payment. Airpros, LLC shall not be responsible for loss of or any damage to property or equipment due to moving of equipment, moving personal property, modifications of property, wiring, refrigerant lines.

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No other agreements or representations: This agreement and any attachments hereto constitute the complete an exclusive statement of the agreement between the parties with respect to the subject matter hereof and shall supersede all proposals, prior agreements and representations, oral or written and all communication between the parties relating to the subject matter hereof. No representative of company had authority to make representations, guarantees, warranties, agreements or other than instrument in writing executed by the dully authorized officer of company and customer.

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Dispute resolution:(customer agrees to notify company of all complaints in writing, and allow company to inspect and/or correct deficiencies in services.) Customer and Company agree that all disputes, controversies or claims regarding inadequacy of services between customer and Company arising from or related to this agreement and/or the services to be provided by company shall be submitted to non-binding meditation or attribution in accordance with applicable alternative dispute resolution procedures. The aware of the arbitrator and any such proceeding shall be final binding upon both parties and either party may apply to an appropriate court to enforce such award, if necessary.

Cost: should company be required to bring an action to enforce terms hereof or declare rights hereunder, then company shall be entitled to recover from all costs and reasonable attorneys fees required in asserting it's right under this agreement and any action, arbitration, trial or appeal.

The terms and conditions of this agreement shall insure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors

Paper check will be converted it to an electronic payment (ach)

Technicians Name _____ Customer's Signature _____



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

Agenda Request

Meeting Date:	08/26/2020
Subject:	CDBG 45th Year - First Amendment
Initiated by:	☐ City Commission ☐ City Attorney ☒ City Manager / Staff
Prepared by:	Name & Title: Stephanie Woodbury, Project Manager
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Broward County First Amendment time extension
Fiscal Impact:	
Policy Question(s) for Commission Considerations:	
Summary:	Amendment to extend contract
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF 45TH
YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA
RESTROOMS CONSTRUCTION**

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Pembroke Park, a municipal corporation of the State of Florida ("Town") (collectively, County and Town are the "Parties").

RECITALS

A. On February 11, 2020, (Agenda Item No. 12), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of Sixty-one Thousand Five Hundred Eight Dollars (\$61,508) to fund ADA Restrooms Construction in Town.

B. On February 21, 2020, the Parties entered into the Agreement for Funding and Administration of 45th Year Community Development Block Grant Programs for ADA Restrooms Construction ("Agreement").

C. Town has requested, and County has agreed, that the term of the Agreement be extended to July 31, 2021, and the Parties now desire to enter into this First Amendment to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.

3. This First Amendment shall be effective as of the date it is fully executed by the Parties.

4. The first sentence of Article 10 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on ~~September 30, 2020~~ July 31, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement.

5. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

6. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

7. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

8. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

9. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in the Agreement and this First Amendment.

10. Town represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of Town, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that Town has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Town. Town further represents and warrants that execution of this First Amendment is within Town's legal powers, and each individual executing this First Amendment on behalf of Town is duly authorized by all necessary and appropriate action to do so on behalf of Town and does so with full legal authority.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 11th day of February, 2020 (Agenda Item No. 12), and Town of Pembroke Park, signing by and through its Mayor or Vice Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

ACL/mdw
First Amendment – 45th Year CDBG Town of Pembroke Park – ADA Restrooms
07/09/2020
#519740v1

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN
OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF 45TH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS
CONSTRUCTION**

TOWN

ATTEST:

TOWN OF PEMBROKE PARK

By: _____
Town Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20____

By: _____
Town Manager
____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
First Amendment as to form and legal
sufficiency subject to execution by the parties:

By: _____
Town Attorney

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete the Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Preparation of Design Plans and Specifications	July 1, 2020	September 30, 2020
Advertise, Pre-Bid Meeting, and Bidding	October 1, 2020	December 31, 2020
Bid Opening, Selection, and Award	January 1, 2021	February 28, 2021
Construction Contract Execution, Pre-Construction Meeting, and Construction	March 1, 2021	May 31, 2021
Punch List Items	June 1, 2021	June 30, 2021
Completion of Construction	July 1, 2021	July 31, 2021
Quarterly Progress Reports and Final Report	Quarterly	July 31, 2021

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOMS CONSTRUCTION; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID FIRST AMENDMENT FOR AND ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Board of County Commissioners authorized the award of Community Development Block Grant (“CDBG”) funding to Town in the amount of \$61,508.00 to fund ADA restrooms construction in the Raymond P. Oglesby Preserve; and

WHEREAS, the Town and Broward County entered into the Agreement for Funding and Administration of the 45th Year CDBG Program for ADA Restrooms Construction (“Agreement”) with an effective date of February 21, 2020; and

WHEREAS, the Agreement provided for a termination date of September 30, 2020; and

WHEREAS, Town has requested that Broward County agree to extend the Agreement termination date through July 31, 2021; and

WHEREAS, Broward County has agreed to the requested extension of the Agreement termination date, and it is necessary for the parties to enter into a written amendment to the Agreement setting forth the new Agreement termination date.

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

Section 1: That the above recitals are true and correct and are incorporated in this Resolution by reference herein.

Section 2: That the Town is authorized to make and enter into the First Amendment to Agreement between Broward County and Town of Pembroke Park for Funding and Administration of the 45th Year Community Development Block Grant Programs for ADA Restrooms Construction , said First Amendment being on file with the Town Clerk and by reference made a part hereof.

Section 3: That the Mayor and other appropriate Town officials are authorized and directed to execute and deliver said First Amendment for and on behalf of the Town.

Section 4: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

PASSED AND ADOPTED this ____ day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

Town of Pembroke Park
Resolution No. 2020-____

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- 45th Year CDBG FN24466.docx



The Small Town that Means Big Business

Employee Handbook

September 2020

Prepared By: LagomHR Inc.



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INTRODUCTION

Purpose

The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the Town of Pembroke Park. Nothing in this manual shall be construed as contract terms for any Town employees.

These policies are not intended to be all-inclusive or to cover every situation that may arise. These policies may be amended at any time at the sole discretion of the Town and supersede all previous personnel policies. Revisions and amendments shall become effective upon approval by the Town Commission.

A separate procedural manual establishes in more detail the practices, processes and forms required to implement these policies.

Scope

These policies and procedures apply to all the Town's employees unless specifically addressed in a formal employment contract or insurance plan document. Where such documents specifically differ from these policies, then the applicable provision(s) of the subject agreement shall supersede these policies.

These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

No person, other than the Mayor and Town Commission or the Town Manager as authorized by the Town Commission, has the authority to enter into any agreement for employment with an employee for any specified period of time, or to make any agreement contrary to the provisions of this manual.

These policies govern regardless of past practices or former policies. This manual supersedes any previous verbal or written policies, statements, understandings or agreements concerning terms and conditions of employment, except in cases of formal employment contracts or other legally binding agreements.

Severability

If one or more provisions of this manual are superseded by or become in conflict with a formal employment contract, insurance plan documents, state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the manual shall remain in effect.

Distribution and Revisions

A copy of this manual shall be provided to each employee, who shall be required to sign a standard form certifying his/her receipt and review of the manual.

Revisions or updates to the manual shall be provided to all employees in either paper form, by email, or by other electronic communication such as posting on the intranet. Employees are expected to review all changes and updates and remain abreast of all current personnel policies. Periodically employees may be required to provide an updated sign-off that they have received and reviewed the manual and changes in

policy.

Disclaimer

All employees of the Town are employed at will and may quit or be terminated at any time and for any or no reason. Nothing in any of the Town's rules, policies, handbooks, procedures or other documents relating to employment creates any express or implied contract or employment.

This handbook replaces any previously issued policies, practices and understandings, written or oral, governing employment. Nothing contrary to or inconsistent with the limitations in this paragraph creates any contract of employment unless:

- 1) The terms are in writing.
- 2) The document is labeled "contract".
- 3) The document states the terms of employment; and
- 4) The document is signed by the Mayor and approved by a vote of the Town Commission.

GENERAL EMPLOYMENT POLICIES

Equal Employment Opportunity (EEO)

The Town of Pembroke Park is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation and selection for training.

The Town shall not discriminate against any employee or job applicant and prohibits discrimination against any person on the basis of race, color, sex, sexual orientation, sexual gender identity, age, religion, national origin, marital or veteran status, height, weight, disability, political affiliation, or other protected classes.

The Town hires those individuals authorized to work in the United States.

The Town adheres to the following federal laws which prohibit workplace discrimination and are enforced by the U.S. Equal Employment Opportunity Commission (EEOC).

TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

This law makes it illegal to discriminate against someone based on race, color, religion, national origin, or sex. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants and employees, unless doing so would impose an undue hardship on the operation of the employer's business.

THE PREGNANCY DISCRIMINATION ACT

This law amended Title VII to make it illegal to discriminate against a woman because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE EQUAL PAY ACT OF 1963 (EPA)

This law makes it illegal to pay different wages to men and women if they perform equal work in the same workplace. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967 (ADEA)

This law protects people who are 40 or older from discrimination because of age. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

TITLE I OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

This law makes it illegal to discriminate against a qualified person with a disability in the private sector and in state and local governments. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless doing so would impose an undue hardship on the operation of the employer's business.

SECTIONS 102 AND 103 OF THE CIVIL RIGHTS ACT OF 1991

Among other things, this law amends Title VII and the ADA to permit jury trials and compensatory and punitive damage awards in intentional discrimination cases.

THE GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants because of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder or condition of an individual's family members (i.e. an individual's family medical history). The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

REQUESTING A REASONABLE ACCOMMODATION

Employees should notify their manager or the Human Resources department when a reasonable accommodation is needed. Where necessary and feasible, reasonable accommodations will be made for qualified employees to perform the essential functions of the job in question if the accommodation does not cause the Town undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be considered for employment. The Town will attempt to keep all employees so long as they do not cause undue hardship to the Town or its employees. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until a solution has been identified by management.

Harassment and Discrimination

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

1. Harassment is unwelcome conduct that is based on race, color, religion, sex-gender (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:
 - A) Enduring the offensive conduct becomes a condition of continued employment, or
 - B) The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
2. Sexual Harassment is unwelcome conduct of a sexual nature that is persistent or offensive and interferes with an employee's job performance or creates an intimidating, hostile or offensive work environment.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) shall not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, isolation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Managers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct shall not be tolerated. They can do this by adhering to the complaint or grievance process and taking immediate and appropriate action when an employee complains. Managers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns shall be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation.

SEXUAL HARASSMENT

The Town prohibits sexual harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee. The Town prohibits sexual harassment from occurring in and out of the workplace when representing the Town. Sexual harassment of non-employees by Town employees is also prohibited. The purpose of this policy is not to regulate personal morality or to encroach upon one's personal life, but to demonstrate a strong commitment to maintaining a workplace free of sexual harassment.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

1. Submission to such conduct is made either explicitly or implicitly in exchange for a benefit.
2. Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's activities or creating an intimidating, hostile or offensive environment.

Sexual harassment may include unwanted sexual advances; offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; notes or invitations; and/or, physical conduct (touching, assault, impeding or blocking movements).

If an employee is witness to or believes that the employee has experienced sexual harassment, they must immediately notify their supervisor or the Human Resources department.

Harassment of Town employees, in connection with their work, by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee should report such harassment to their supervisor or the Human Resources department. Appropriate action shall be taken against any non-employee.

Notification by employee to appropriate personnel of any harassment problem is essential to the success of this policy and the Town generally. The Town cannot resolve a harassment problem



unless it is reported. Therefore, it is the responsibility of all employees to bring those kinds of problems to the attention of management so that steps are necessary to correct them.

Violation of this sexual harassment policy shall subject employees to disciplinary action, up to and including immediate discharge.

Drugs and Alcohol Policy

The Town recognizes that the possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the Town. It is the obligation of the job applicant to notify the approved testing facility of any legal drug prescribed for the job applicant by a physician. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head shall immediately report any reasonable suspicions to the Human Resources department.

An employee shall be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug or controlled substance use, or in cases where employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, possession, and use of alcohol or unlawful drugs on Town premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, regardless if the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government.

Employees using prescription drugs that may affect job performance or safety must notify their supervisor and Human Resources, who are required to maintain the confidentiality of any information regarding an employee's medical condition in accordance with the Health Insurance Portability and Protection Act. A program to assist employees who may have a drug/alcohol problem is provided through the Town's Employee Assistance Program.

No prescription drug or Medical Marijuana should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs or utilizing Medical Marijuana that are not prescribed in their name on Town property or while performing Town business. Soliciting or distributing prescription drugs or Medical Marijuana for or to other employees is also strictly prohibited.

Fair Labor Standards Act (FLSA)



The Fair Labor Standards Act, Title 29 U.S.C. (Sections 201-219) is the federal law requiring that covered employees be paid at least the federal minimum wage and overtime pay (at time and one-half of the employee's regular rate of pay) for all hours worked over 40 hours in a workweek.

The Town Personnel Manual refers to employees covered by FLSA as "non-exempt" and to those not covered by the FLSA minimum wage and overtime provisions as "exempt".

Veterans' Preference

Title 5 USC, Section 2108 and Chapter 295, F.S., set forth the requirements for public employers to provide preferences in employment, retention, and promotion to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals.

Medical Examinations

The Town may require an employee to submit to a medical or psychological exam to determine fitness for duty provided the examinations are job related and consistent with business necessity. Tests for alcohol or illegal drug use are not considered medical examinations, nor are physical agility tests. Fitness for duty exams shall be conducted by a licensed professional designated by the Town and shall be paid for by the Town.

The Town shall comply with all applicable laws including ADA, FMLA, HIPAA, Worker's Compensation and related laws and guidelines in addressing circumstances where an employee is found to be unfit to perform some or all their essential job functions. This policy in no way shall be construed to limit employees' rights under any federal or State Law.

Employees determined to be un-fit for duty and requiring associated leave, may access accrued leave banks and other paid or unpaid leave time consistent with the policies contained within this manual and state and federal laws.

Light duty or modified return-to-work arrangements are not guaranteed and would not indicate continued employment if provided.

Workplace Violence

The Town of Pembroke Park is committed to reducing the potential for workplace violence. In this regard, it is the policy of the Town to prohibit acts or threats of verbal or physical violence by any party, directed toward employees, citizens, elected officials, and visitors to the Town's facilities or others.

The Town is committed to providing a safe and healthy work environment, consistent with health and safety rules and shall take prompt remedial action, up to and including discharge or criminal prosecution, against any employee who engages in threatening behavior or acts of violence.

The Town shall take appropriate action against any non-employee who engages in threatening behavior including former employees and visitors to Town facilities, up to and including criminal prosecution.

Employees who display a tendency to engage in violent, abusive or threatening behavior shall be referred to the Town's health plan for counseling or other appropriate treatment. Such employees shall also be subject to disciplinary action, up to and including immediate discharge.

Additionally, it is the responsibility of Town employees to assist in identifying problem employees. The



Town Manager should be immediately notified of situations or incidents involving threats, acts of violence, aggressive behavior, threatening or offensive comments and similar acts. Employee reports made pursuant to this policy shall be held in confidence to the maximum possible extent. The Town shall not tolerate retaliation against any employee reporting a violation of this policy.

Safety and Right to Know

The Town complies with federal and state Right-To-Know laws and shall make every effort to provide information to employees about any hazardous chemical to which they may be exposed. Right-To-Know information is posted near the areas in which employees may be exposed to chemicals or other potentially hazardous materials. Employees are required to read and be familiar with all posted materials.

TERMS OF EMPLOYMENT

Personnel Files

The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. It is important that personnel records be kept up to date by employees and will be updated at performance reviews.

Employees should notify Human Resources when any of the following personal information changes:

Name	Education status
Address	Military status
Telephone number	Driver's license status
Marital status	Licensing, certification, and training, or
Emergency notification contacts	Other information which may impact the job requirements
Beneficiary Information	Direct Deposit/Bank Account Information

Personnel files are the property of the Town, and access to some of the information those files contain may be restricted in accordance with state and or federal law. Personnel records are subject to the Florida Public Records Law and contents must be provided as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes, except for information that is exempt and confidential pursuant to law.

Anyone who wishes to review a personnel file should contact the Human Resources Department. With reasonable advance notice, personnel files may be reviewed in the Town's offices and in the presence of an individual appointed by the Town to maintain the files. An employee may view personal (associated with that employee) personnel records at any time in their entirety.

No originals of any personnel records shall be kept at the Department level. All originals shall be maintained by the Human Resources Department.

Hiring of New Employees

The Town Manager and the Divisional Directors have final approval of hiring new employees. If a disagreement arises between the Town Manager and a Divisional Director, then the matter shall be brought to the Town Commission for a final decision.

However, the Town Commission shall have the sole authority to hire the Town Manager, Divisional Directors, and Department Heads. The Town Commission also has the sole authority to hire independent contractors.

Hiring of Former Employees

It shall be the policy of the Town of Pembroke Park that any individual who has been formerly employed by the Town may be considered for re-employment provided the individual left the Town in good standing. If the individual did not leave the Town in good standing, he/she must reasonably demonstrate improved work ability and attitude before re-employment is considered.

If the candidate for re-employment is hired, he/she may not continue to receive disbursements from the Town's retirement plan. The Town shall follow all applicable laws and regulations related to retirement benefits when rehiring a former employee.

Individuals interested in applying for re-employment with the Town should follow the appropriate application process for an open position. The application shall indicate that the individual is applying for re-employment. The Department Head shall examine the application to determine if any additional information is needed and make a recommendation of whether to rehire the applicant.

Nepotism/Employment of Relatives

No elected official or Town employee with supervisory authority, shall employ, promote, advance or advocate the employment, promotion, or advancement of an individual who is a relative, to a position in the agency over which he or she exercises jurisdiction or control.

Relatives include: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. [Section 112.3135, F.S.].

Personal Relationship amongst Employees

A "personal relationship" is defined as a relationship between employees who have or have had a continuing relationship of a romantic or intimate nature.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

The Town reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Human Resources department.

When a conflict or a potential for conflict affecting terms or conditions of employment arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available. If no decision is made within 30 calendar days of the offer to resolve the situation, the Town will determine who is to be transferred or, if necessary, terminated from employment.

Employment Status

PROBATIONARY EMPLOYEE

New employees who receive a position within the Town shall have a one (1) year probationary period. If an employee is promoted to a new position, the employee shall have a probationary period of one (1) year. This gives an employee the opportunity to demonstrate their skill and ability in performing the requirements of the new position. The Town may extend the job probationary period, not to exceed six (6) months, to allow an employee more time to learn the new job requirements and fully master their position or learn the processes of the Town.

All new hires will receive a performance evaluation report after three (3) months of employment. All employees will receive a performance evaluation report from their supervisor every six (6) months in June and December. A performance evaluation report may be issued for employees placed on a performance improvement plan.

A department head may terminate a probationary employee anytime during the probationary period if, in the department head's opinion, the employee is unable or unwilling to perform the duties of the position satisfactorily or that work habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the termination.

Probationary employees do not have any proprietary rights to their position and may be terminated from the Town at any time during their probationary period without the right of appeal.

The Town may, however, return a promoted employee to their previous position if the requirements of the new job are not being met, provided the prior position is vacant.

Employees who are hired and serve at the pleasure of the Town Commission do not serve a probationary period of employment but will be subject to evaluation every six (6) months. These employees may be terminated at any time with or without cause, in the Town Commission's sole discretion.

FULL-TIME EMPLOYEES

Full-time employees are regularly scheduled to work thirty (30) hours per week and are eligible for the Town's employee benefits program, as outlined in later sections.

PART-TIME EMPLOYEES

Part-time employees are regularly scheduled to work less than thirty (30) hours per week on a year-round basis. Part-time employees are not eligible for the Town's insurance benefits but may be covered by certain statutory protections such as Family Medical Leave and worker's compensation.

SEASONAL OR TEMPORARY EMPLOYEES

Temporary employees may be scheduled to work on a full- or part-time basis, as dictated by operational needs, for specific, limited time periods. Seasonal or temporary employees are not eligible for employee benefits.

EXEMPT OR NON-EXEMPT

Based on job content, job duties, salary status and other criteria set by the Fair Labor Standards Act, each position within the Town is classified as either “exempt” or “non-exempt”.

Changes in Employment Status

TRANSFERS

A transfer is an assignment to a position with comparable duties, responsibilities, authority, and compensation.

PROMOTIONS:

A promotion is a change in work assignment that results in an expanded scope of job duties and responsibilities. An employee can be promoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been expanded over time. Promotions may result in an increase in pay.

DEMOTIONS:

A demotion is a change in work assignment that results in a reduced scope of job duties and responsibilities. An employee can be demoted to fill an existing, vacant classification; or an employee’s position can be reclassified if duties and responsibilities have been reduced over time. Demotions may result in a decrease in pay.

TEMPORARY RE-ASSIGNMENTS:

In order to be considered a temporary re-assignment, the re-assignment must last at least two full pay periods. The Town Manager may choose to temporarily fill a vacancy during the selection process. Temporary assignments are not generally made unless it is anticipated that it shall take more than 30 days to fill the position.

Work Hours

To ensure employee availability and accountability to the public the Town serves, all full-time employees (exempt and non-exempt) are to be at work or available to the public and co-workers during the **normal** workdays Monday through Friday and the hours of 8:00 am to 5p.m, except on recognized holidays or away from the work site for an approved work-related activity or on approved leave. However, the work period is 7 days – Monday through Sunday, for the purposes of calculating overtime.

Employee work schedules shall be established by supervisors with the approval of the Town Manager.

TIME CLOCKS

All employees (Exempt and Non-Exempt) are required to follow established guidelines to accurately record hours of work by using the designated time-clock system for recording actual hours worked. A missed clock in/out is a violation of this policy and includes:

1. Failure to clock in/out on the Town’s designated time clock at the beginning and/or end of their assigned shift consistent with established procedures.

2. Failure to clock in/out on their designated time clock for the meal break.
3. Failure to accurately and timely report time worked; or
4. Clocking in/out early, late or not at all when working an assigned shift.
5. Employees are not permitted to clock in more than seven (7) minutes prior to the start of their shift.
6. Salaried and hourly or exempt and non-exempt will clock in and out 4 times daily (beginning of shift, beginning of lunch break, end of lunch break and end of shift)

UNEXCUSED ABSENCES

Employees are expected to report for work and be at their workstations at the scheduled time. If an employee expects to be absent from or late to work, he/she must inform his/her supervisor as soon as possible and under no circumstances later than the first hour of the scheduled workday. Unexcused and excessive absences and failure to notify the appropriate supervisor in case of absence may result in disciplinary action up to and including termination. Failure to report for work or failure to call-in to report expected absence after three (3) consecutive days) is considered will be considered as job abandonment.

TARDINESS

A “tardiness” occurs when an employee does not report to work at the scheduled start time or does not report back from lunch or work breaks on time. An employee is expected to be at work and ready to begin work at the start of the scheduled workday. An employee who is or expects to be tardy and has not made prior arrangements with his/her supervisor must report the tardiness to his/her supervisor within the first hour of the scheduled start time. Excessive unexcused tardiness may result in progressive discipline.

ON CALL, STAND BY STATUS & CALL IN/CALL BACK

The Town has extensive responsibilities during an emergency. As such, any employee may be called in to work at unscheduled times and may be required to perform duties outside his/her normal job function. As with mandatory overtime, employees are expected to be available and as flexible as possible to meet operational demands.

Hourly employees who are called back to work after having completed a normal workday or are called into work on their day off shall be paid for three (3) hours or the actual time worked, whichever is greater. These additional hours shall be paid at time and a half of the employee’s straight hourly rate.

The Town reserves the right to require employees to be in a “stand-by” status, meaning that the employee needs to be available to report to work during an off-duty. Stand-by status may be instructed verbally or in writing by the department supervisor, or the employee may be named on the official call-back roster. Off-duty time may include nights, weekends, or holidays.

Call Back time shall be paid, or compensatory time accrued as straight time, and not added to the employee's total hours for the week to constitute overtime.

Compensatory time shall be paid at the employee's current rate of pay on the day earned. Exempt



employees are not entitled to overtime therefore, excluding them from this policy.

MEAL BREAKS AND REST PERIODS

Department heads or supervisors are responsible for scheduling lunch or rest periods that do not interfere with work requirements.

Employees are expected to use the rest and lunch breaks provided as intended and shall not be permitted to adjust work start time, end time, or lunch time by saving these breaks.

Rest period - a fifteen (15) minute rest period may be allowed during each half of a full-time employee's shift. Such rest periods are to begin and end at the employee's assigned work area. Department heads are responsible for scheduling rest periods that do not interfere with work requirements.

Lunch Period - An unpaid sixty (60) minute lunch period is provided when an employee works eight (8) or more consecutive hours. The lunch period shall begin and end at the employee's assigned work area and the employee shall "clock out" for the duration of the lunch period.

Non-exempt employees shall not be allowed to work during their lunch break.

BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to breast feed her nursing child for up to one (1) year after the child's birth.

For both non-exempt and exempt employees, this break time is paid, and employees are not required to punch out. Both exempt and non-exempt employees must schedule any break time to express breast milk with their supervisor.

Upon notice, the employee's Department Head, or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

WORK CANCELLATION/ADVERSE WEATHER CONDITIONS

If the Town is forced to temporarily close its operations for one day or less, the Town Manager will determine compensation for non-essential staff on a case by case basis. The Town manager, will also, determine appropriate compensation or time-off for exempt essential workers on a case by case basis. All non-exempt essential staff are subject to the FLSA overtime standards. Employees are expected to remain available to return to work throughout the regular workday. Closures of more than one day shall be addressed on a case-by-case basis, with the Town Manager providing timely directive.

During adverse weather conditions, the Town Commission or Town Manager will determine when Town facilities are closed. The Town Manager will determine when essential staff are required to remain on site before, during and/or after a storm. Employees shall be allowed to use accrued vacation time or compensatory time, or with supervisor approval, may modify the work schedule or make other reasonable schedule adjustments.

Decisions to cancel departmental programs (special events, recreation programs, etc.) shall be

made by the Town Manager.

TOWN-SPONSORED EVENTS

From time to time, employees may be asked to attend events that are sponsored by the Town. Employees are expected to honor these requests unless there is a conflict due to religious reasons or documented medical issues.

Emergency Management

The Town Manager is responsible for implementation of this policy during an emergency. The Town of Pembroke Park will make a reasonable effort to release employees from work prior to, during, and after emergency conditions to take care of personal situations such as family and property needs.

During a disaster or declared emergency, Town operations may be suspended, altered, or changed requiring an employee to be reassigned according to their emergency classification and the needs of the Town based upon the size, scope, and magnitude of the emergency. All employees are considered essential to this operation and must be prepared to support the community as assigned. In all cases, the goal of this directive is to ensure continuation and restoration of Town services, maintain safety and fulfill the Town's responsibilities to its citizens. Employees will be compensated in accordance with these guidelines, established pay policies, collective bargaining agreements, and regulations.

RESPONSIBILITY

When the Town Commission declares a state of emergency and/or the normal operations of the Town of Pembroke Park or a facility, whether in part or whole, wherein Town operation(s) is closed for regular business due to emergency circumstances including but not limited to natural hazards such as fire(s), hurricane(s), tornadoes, flood(s), and/or man-made disasters such as bombs, hazardous material incidents, mass casualty incidents, the following guidelines will apply to all Town of Pembroke Park Departments and Employees.

PROCEDURES

1. Upon declaration of a local emergency, the Town Manager will notify Department Heads of the emergency declaration and Department Heads will see that their respective employees are notified as to the extent and scope of the declared emergency.
2. Despite suspension of government operations, employees may be required to be available to work either before, during, or immediately after an emergency occurs. Employees may be required to work flexible hours as required by the Town. Employees shall not assume they are not required to work based solely on any media or news reports regarding Town closings.
3. During an emergency or disaster event, employees may be assigned to perform their normal duties or they may be temporarily assigned to work at different job sites specific to



an emergency event (i.e., working inside the Emergency Operations Center (EOC), Department Operating Centers (DOCs), a staging area or point of distribution, etc.). Efforts shall be made to assign employees to duties according to their respective knowledge, skills, abilities, and physical capabilities.

4. All Department Heads are responsible for training their employees and implementing their respective Departmental Disaster Preparedness Plans. Department Heads shall establish an emergency schedule and identify those positions required to work during the pre-emergency, emergency, and post-emergency phases. Additionally, each Department Head shall designate an alternate manager as a contact person should an emergency or disaster occur.
5. Employees will be notified of duty assignments either prior to an event, if practical, or when contact is made with the Department Head or designee. Those who do not have an assignment shall be placed on a standby list and are to report to a designated location identified by the Department Head or designee.

TOWN OF PEMBROKE PARK ALERTS EMERGENCY REGISTRATION SYSTEM

Addressing the needs of Town of Pembroke Park citizens must continue during an impending or declared local state of emergency and subsequent recovery period. To accomplish this, Town employees shall complete electronic alert(s) system registration within 30 days of employment. Every employee shall update electronic alert(s) system anytime pertinent information changes.

EMPLOYEE RESPONSIBILITIES

- Have a Plan: Employees should have an emergency preparedness plan to ensure their family is safe during an emergency. Employees should have at least 72 hours of supplies for each family member.
- Service Priority: Town operations to provide emergency services may supersede normal operations resulting in altering or suspending processing timeframes for personnel actions until the disaster recovery period has ended.
- Alternate Work Assignments: During the pre-disaster and disaster recovery periods, employees may perform duties other than the essential functions of their position. Depending on the needs of the Town, employees may work at different locations rather than their normal duty assignments.
- Pre-Assigned Employees: Many employees are assigned duties assisting with official Town disaster response/recovery efforts. These employees will report to their designated worksite when requested/directed to do so. Employees are to always keep their Town ID badge with them to aid law enforcement officials during curfews and re-entry.
- Contact with the Town: Regardless of an employee's disaster assignment, all employees must apprise themselves of the Town's and their department's operational status, maintain daily contact with their manager or other designated department representative, and provide the Town with up-to-date contact information for any temporary changes in address.



- Accurately report all hours worked and submit required timesheet and relevant forms in a timely manner to their manager for approval. Falsification of these records shall subject an employee to disciplinary actions, up to and including termination.
- All employees are required to report to work when regular Town/Department business and operations resume.

MANAGEMENT RESPONSIBILITIES

- Department Heads and Supervisors must confirm the safety and well-being of all Town of Pembroke Park Team members.
- Department Heads and managers shall ensure all employees are enrolled in the electronic alerts system and shall ensure accuracy of electronic alerts data on an annual basis.
- Approve all hours worked and verify information reported by the employee on required forms is accurate.
- Department Heads or designees must ensure that essential employees on duty receive sufficient sleep to avoid endangering their safety or the safety of others due to fatigue.

EMPLOYEE DISASTER WORK CLASSIFICATION TIERS

EMERGENCY RESPONSE & RECOVERY EMPLOYEE (ERR - TIER I):

Emergency Response & Recovery Employees are those employees with job classifications directly related to tactical response and recovery efforts within the community. Generally, this may include, but is not limited to Law Enforcement, Public Safety, Code Enforcement/Building, and Public Works.

Work assignments during disasters and work classification tiers assigned to an employee is determined by Town Manager and Department Heads. These employees will be required to assist in the Town's disaster response and recovery efforts, which includes assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

EMERGENCY OPERATIONS CENTER SUPPORT EMPLOYEE (EOC - TIER 2)



Emergency Operations Center (EOC) Support Employees are those specifically assigned through the Town Manager and Pembroke Park Office of Emergency Management and other authorized agencies to perform in one or more support functions outside their regular work duties.

Employees assigned to a leadership/support position within EOC or to specific roles as delineated within the Town's Comprehensive Emergency Management Plan (CEMP), Emergency Operations Plan, and Recovery Plan. These employees will be required to assist in the Town's disaster response efforts which may include assignments requiring sheltering during the storm to ensure rapid response post storm. Roles may be pre-assigned or assigned as the situation dictates.

EOC Support employees must maintain contact accessibility with their supervisors and may be reassigned to an alternative operational supervisor for the duration of the disaster or emergency. EOC Support Employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

DEPARTMENT EMERGENCY ESSENTIAL (DEE-TIER 3)

Employees designated as Department Emergency Essential may be required to perform regular work functions during the pre-disaster, disaster, and post-disaster phases of an imminent or declared emergency. These employees may or may not be required to shelter during the storm. Examples of employees that would be assigned sheltering roles would include department personnel assigned to Department Operating Centers (DOCs) to coordinate department response and recovery efforts.

Employees in this tier may also be assigned to complete essential functions as designated in the department's Continuity of Operations Plan (COOP).

Department Heads and Managers are responsible for identifying Emergency Essential positions and shall ensure that employees are aware of individual responsibilities by communicating and notifying them of their emergency work assignment prior to the declaration of an emergency.

Employees designated as Emergency Essential must maintain contact accessibility with their supervisors. Emergency Essential employees who fail to report to their work assignment may be subject to disciplinary action up to and including termination.

Employees who are unable to report to work should contact their supervisor by telephone. If telephone lines are down or existing conditions prevent contact by telephone, employees are to contact their work unit as soon as possible.

ESSENTIAL READY RESERVE (RR-TIER 4)

Employees classified as Essential Non-Emergency may be directed not to report to their regular job assignment during the pre-disaster, disaster, and post-disaster phases of a locally declared



state of emergency or disaster. They may work other assignments and activities as situations necessitate. Reassignment may include, but is not limited to support of the following:

- Town Staging Area(s)
- Point of Distribution Sites (POD' s)
- Food or Services Distribution Sites
- Sandbag Filling Stations
- Disaster Recovery Centers
- Emergency Operation Center

Emergency Management Compensation

Once an emergency has been declared in the Town of Pembroke Park and the Town Administrative Offices are closed, the following pay procedure shall be utilized:

1. All regular full-time, hourly or salaried employees, whose regular work schedule occurs during the Declared Emergency, who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
2. All regular full-time hourly employees who work their regularly scheduled work period during a declared emergency and Town Administrative Offices are closed shall be paid their regular hourly wages at time and a half for any hour(s) worked during this period. Emergency on-call hourly personnel who report to work during an emergency situation (example: hurricane when Town Hall is closed, and non-essential employees are not required to work but are paid) will also be paid time and a half for all hours worked. This does not apply to emergency Public Works response to a water break, sewer leaks, or other work-related emergencies during the remainder of the year.
3. Unrepresented employees covered under this provision who physically work more than 40 hours in the workweek will be compensated at the rate of one and one-half times their normal hourly rate, in accordance with the Fair Labor Standards Act. Paid Administrative Leave hours shall not count as hours worked for the purpose of computing overtime.
4. Represented employees will be compensated in accordance with their respective collective bargaining agreement.
5. All regular full-time salaried employees shall be paid their regular salary for any hour(s) worked during the Declared Emergency. Additionally, such employees will be credited with one (1) hour of Administrative Leave time for each hour worked within their regularly scheduled work period up to a maximum of eight hours (8) hours during each twenty-four (24) hour period of the Declared Emergency. The maximum Administrative Leave time an employee will be eligible to receive per day will be determined by their regularly scheduled workday and shall not exceed forty (40) hours in a work week. Additionally, the twenty-four (24) hour period shall be defined as a day beginning at 12:00 midnight and ending on



the next 24 hours at 11:59 p.m. This Administrative Leave credit shall not be provided to Senior Level Management positions (Department Heads, Division Managers, Assistant Directors, etc.).

6. Once administrative offices are reopened and other employees are called back to work, the Town Manager shall evaluate whether and how Administrative Leave time will be provided/credited to Senior Level Management employees that worked during the declared emergency. This will be evaluated on a case by case basis and shall take into consideration the number of hours worked by the employee during the declared emergency and the number of hours paid as Administrative Leave to other employees that did not work during the Preparation and Response phases of the emergency.
7. All regular full time hourly or salaried employees who are on prior approved leave and are not required to return to work shall be paid in accordance with the applicable leave policy.
8. All regular full or part time, hourly or salaried employees considered essential by their supervisor and required to report to work who call in sick, or take unscheduled leave during the period for which they were required to report to work, will be charged leave time, and may be required to submit a written certification from a health care provider substantiating the reason for absence.
9. All part-time/temporary/seasonal employees who do not report to work for any reason during a Declared Emergency will not receive any compensation for this time period. This includes not reporting to work when Town operations are officially closed.
10. All temporary/seasonal or regularly scheduled part-time employees who work during a Declared Emergency will receive their regular rate of pay for any hours worked during this time period.
11. No employee is eligible for call back pay during a Declared Emergency.
12. Members of collective bargaining units will receive wages and benefits in accordance with their respective collective bargaining agreement.
13. All other terms and conditions of employment as determined by a pertinent Collective Bargaining Agreement or Town Pay Policy shall remain in effect prior to, during and after the Declared Emergency.
14. The Town Manager reserves the right to consider unique pay situations as they arise throughout a Declared Emergency. In situations deemed appropriate by the Town Manager, adjustments to this Policy may be made.

DOCUMENTATION



Employees are required to document and report to management all hours worked during an emergency utilizing the time sheets designated for emergencies, as provided by the Finance Department.

Time should be recorded identifying hours worked with appropriate emergency coding as provided by the Finance Department.

It is each Department's responsibility to verify all hours worked. Since departments are responsible for all wages paid to Town employees during a disaster/disaster recovery period, departments shall carefully review hours submitted, including those for alternate work assignments. All hours reported shall be verified by the employee's supervisor and approved through the timecard approval process. A copy of the Disaster Daily Log, supporting disaster hours worked, must be forwarded to the Finance Department who is responsible for coordinating payment of all emergency-related hours worked.

All Departments must maintain accurate timekeeping records during disaster/disaster recovery periods for submittal to the Finance Department.

EVENTUALITIES NOT COVERED

Exceptions may be made for unique situations as they arise throughout a declared emergency, and eventualities not covered by these guidelines shall be decided on a case-by-case basis by the Town Manager or designee.

Classification and Compensation

Compensation and Benefit levels are tempered by the Town's ability to pay, overall financial condition, and general fiscal responsibility to the taxpayers, as well as an individual's performance on the job. The value of a position is established in the Town's Classification Plan.

CLASSIFICATION PLAN

The position classification structure is based upon a systematic internal job evaluation and an analysis of the external labor market, which shall occur at a minimum every five years.

A comprehensive job analysis is used to establish written job descriptions for all positions which serve as the basis for all internal and external evaluations and comparisons.

Each job description includes a title, a general statement of duties and responsibilities, a determination on whether or not the position is exempt from overtime pay, a listing of essential job functions, a statement of required knowledge, skills, and abilities, and the physical demands of the position. These factors are used to determine classification and pay range for each position.

Job descriptions shall be reviewed annually to ensure they are up to date.

Pay Ranges shall be adjusted annually depending upon resources to reflect cost of living adjustments to the system and approved by the Town Commission.

Individual employee compensation, or placement in and progression through the respective pay

range, is based upon time-on-the-job, performance, qualifications, experience, education level, and other job-related factors established by a comparative ratio to ensure pay based on objective standards.

Newly hired employees shall be paid within the pay range. Any salary proposition outside of the established compensation plan must be approved by the Town Commission.

WAGES

Merit Increases

Merit increases are evaluated during the annual budget preparation process and implemented effective the start of the new fiscal year. Merit increases must be budgeted and fall within the approved compensation plan. Merit increases may be issued outside of the annual process on a case by case basis if approved by the Town Manager and/or Town Commission depending on the reporting structure.

Merit increases shall be based on an annual performance evaluation process based on clearly established standards applied equally and consistently across all positions.

Merit increases may only be given when sufficiently documented through an annual performance evaluation reflecting performance above and beyond the duties required of the assigned position.

Merit increases and Cost of Living adjustments shall only be given on an annual basis to avoid compression of the competitively established classification and compensation plan. The maximum salary increases for Merit based increase and Cost of Living adjustment is a combined 5%. Any salary increase based on Merit or performance exceeding 5% requires Town Commission approval.

Performance Evaluations

Semi-annually, employees shall be provided with a formal evaluation of their performance by their supervisors, which may be reviewed by the Town Manager and Town Commission, or its designee. A performance evaluation is an ongoing assessment process that assists employees and employers in reaching their goals by providing a formal opportunity to develop goals and objectives, to identify strengths, and to define training or improvement programs for areas requiring development. Completion of the performance evaluation form and discussion of noted ratings shall facilitate communication and an understanding of expectations while providing a history of employee progress and development.

The results of evaluations support various employment actions and decisions such as promotion, discipline, and compensation. Employees shall have an opportunity to meet with and discuss the results of their evaluation with their supervisor and submit additional comment or points of disagreement to be included within their personnel file. Employees who receive poor performance ratings may be placed on a performance improvement plan and/or receive progressive discipline.

Cost of Living Increase

An annual cost of living raise may be applied to the minimum and maximum ranges of the pay plan and to every individual's salary if approved by the Town Commission during the annual budget process. The maximum combined salary increase for Merit and Cost of Living adjustment is 5%



annually. Any salary increases exceeding 5% for Merit or performance requires Town Commission approval.

Overtime - Exempt Employees

Exempt employees, as defined by the Fair Labor Standards Act (FLSA) are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

Time off consideration for large amounts of additional hours may be provided with the Town Manager's prior approval and at the sole discretion of the Town Manager.

Overtime - Non-Exempt Employees

Non-Exempt employees, as defined by the Fair Labor Standards Act (FLSA), are subject to the overtime provisions of the Act. Depending on work needs not personal needs, Non-Exempt employees may be required to work overtime and are expected to work overtime upon request.

Non-exempt employees shall be compensated for overtime work at the rate of time and one-half (1.5) for all hours worked over forty (40) hours in a 7-day work week. For purposes of overtime calculation, time off (not working) with or without pay shall not be calculated as hours worked.

Compensation may be in the form of wages or compensatory time off. If compensatory time in lieu of wages is used, the compensatory time off must be taken within three months immediately following the accrual of compensatory time. If not used within that time period, the employee shall be paid for the unused compensatory time consistent with FLSA.

The Town reserves the right to substitute cash payments for accumulated compensatory time at its discretion. Similarly, employees may request that accrued compensatory time off be converted to monetary payment, which shall be made in the next applicable payroll.

Overtime including compensatory time may not be authorized by the Department Head and the Town Manager unless funds are provided for and adopted in the annual Town budget.

For non-exempt employees, overtime shall be scheduled in a manner most advantageous to the Town and consistent with the operational needs of the Town.

In some cases, at the Town's option, hours may be adjusted within a 40-hour work week to avoid overtime. Any adjustments and or overtime hours worked must be approved in advance by the employee's supervisor and must be based on work needs not personal needs.

Non-Exempt employees working overtime without prior approval shall be subject to disciplinary action.

Change in Status Pay

Promotion Pay shall be the minimum of the new pay grade or up to a 10% increase.

Temporary Reassignment to a higher pay grade and additional responsibility shall be the minimum of the new pay grade or current pay up to a 10% increase, whichever is greater. Upon return to the former position, the pay shall return to the original pay amount. Any employee serving in an acting capacity in a higher position requires a formal Personnel Action form approved by the Town



Manager. Vacant positions do not automatically designate a subordinate employee to an acting capacity.

Demotion Pay shall be calculated based on a comparative ratio formula (i.e. if employee is 50% of the way through current pay grade, the demoted salary shall be at the 50% level of the new pay grade.)

PAY PERIODS AND DIRECT DEPOSIT

Pay periods for Town of Pembroke Park employees cover two weeks, beginning at 12:00 a.m. every other Monday. The pay period covers two seven-day work periods of 40 hours for regular employees. Paydays are every other Friday. When a payday falls on a holiday, employees shall be paid the day prior to the holiday.

All payroll payments are by direct deposit only.

TRAVEL REIMBURSEMENT AND ADVANCES

On occasion, employees may be required to travel on Town business or attend professional development and training functions as a part of the job. Employees must always be mindful that they are stewards of the public's trust and resources. Work-related travel must never be abused, treated as a "perk" or seen as opportunity to spend lavishly. The Town shall not cover expenses for spouses or other non-employees during Town travel, unless prior approval is received from the Town Manager. Travel on Town business, including professional development, must demonstrate respect for the public's trust and prudence with their resources.

Expenses related to professional conferences, seminars, technical meetings, trainings, or other professional development functions may be paid by the Town or reimbursed to the employee if the expense has been adopted in the budget. Requests for reimbursements that are not included in the budget require approval from the Town Manager.

Whenever possible, a Town vehicle should be used to travel for Town business and employees should carpool to limit travel expenses. Employees who are required to use their personal vehicle for work-related travel shall be reimbursed at the rate established by the IRS for up to 250 miles. Employees are to record the exact number of miles traveled, by most direct route, from the first place of business to the next. No reimbursement shall be made for travel between home and a normal place of business.

Employees shall be reimbursed for reasonable, actual meal expenses incurred in conjunction with a program or meeting that provides a primary benefit for, or serves the best interests of, the Town. Luxury meals, costs for alcohol, or excessive reimbursement claims shall not be reimbursed without approval of the Town Manager.

Employees shall be reimbursed for reasonable, actual lodging expenses when a full day's work must be performed a considerable distance from the Town, or under other appropriate circumstances with prior Town Manager approval. Luxury lodging or excessive claims shall not be reimbursed.

Employees should avoid using unnecessary convenience services such as valet parking, in-room movies, laundry and room service. Only under specific circumstances where a reasonable need



for such services is clearly demonstrated shall such items be reimbursed.

Employees submitting reimbursement requests for travel expenses, or those requiring a travel advance, should use the appropriate form and must submit all receipts.

PROFESSIONAL & SERVICE MEMBERSHIPS

The Town encourages department heads to take part in the activities of professional and service organizations and may pay the cost of certain job-related memberships to professional organizations, job-related trainings, seminars, conferences and related events that enhance the employee's job knowledge and performance.

The Town may pay the cost to become licensed or certified in a job-related field and may pay the cost to remain so qualified. Employer-paid memberships, training, licensing and certifications are subject to budgetary approval and require advance approval.

Any employee within the Town whose position requires a professional certification must keep such certification active and current. The employee must notify their supervisor in the event such certification is lost or lapses.

EDUCATIONAL ASSISTANCE AND TRAINING POLICY

Subject to sufficient funds in the budget and with prior approval of the Town Manager, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Town Manager shall be the sole judge of whether a course or program is "directly related" to the employee's work.

Employees must obtain approval before enrolling in a course or program.

Employees may receive reimbursement for up to 100% percent of the tuition cost for training or college courses that they take on their own initiative depending on the Town budget and individual grades earned. The reimbursement must be repaid if the employee leaves employment within twenty-four months of receipt.

GRADING/REIMBURSEMENT SCALE

A (90-100)	100% reimbursement
B (80-89)	80% reimbursement
C (70-79)	60% reimbursement
D (69-60)	0% reimbursement
F (59 and below)	0% reimbursement

Courses that are deemed pass or fail will be subject to 100% reimbursement for passing grade and 0% reimbursement for failing grade.

CONFERENCE AND SEMINAR POLICY

Requests to attend a conference or seminar must be budgeted and approved by the Department Head and the Town Manager.

Benefits

The Town of Pembroke Park provides full time regular employees with a wide range of benefits. The type of benefits and level of benefits provided is subject to change. The Town reserves the right to change provider networks, claims agents, and insurance mechanisms. At a minimum, the Town provides Health Insurance Policy and a Retirement Policy for full time regular employees.

Detailed descriptions of current benefits are outlined in the annual summary of benefits plan.

Benefits provided to these employees may include but are not limited to Dental Insurance

Prior to an offer of employment with the Town, prospective employees shall be given a list of the various benefits offered to full-time regular employees. Questions regarding any of the listed benefits shall be referred to the Town Manager. Employees are eligible for the health insurance on the 1st day after thirty (30) days of employment.

CONTINUATION OF BENEFITS (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue, for a limited period, health insurance coverage under the Town's group health insurance plan when a "qualifying event" would normally result in the loss of coverage. Some common qualifying events are termination of employment (other than for gross misconduct), or death of an employee; a reduction in Your hours; a divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee pays the full cost of coverage at the Town's group rates plus an administration fee.

SHORT TERM DISABILITY BENEFIT

The Town provides group short-term disability insurance to full-time employees. Benefits are payable from the 1st day of disability due to accidental bodily injury or from the 8th day of disability due to sickness, for a period not to exceed 26 weeks for any one period of disability. Check with the Treasurer for plan documents and additional detail.

UNEMPLOYMENT COMPENSATION

The Town participates in the State of Florida unemployment insurance program according to statutory guidelines. Terminated employees are advised to refer questions of benefit eligibility to the appropriate State office.

WORKERS COMPENSATION POLICY:

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the Florida Workers Compensation Act. Worker's Compensation Employees are responsible for immediately reporting any work-related injury, no matter how slight, to their supervisor. Supervisors must immediately report the incident to Human Resources for proper processing of the Workers Compensation claim.



SOCIAL SECURITY

Employees are covered by Social Security, a federally administered plan for supplemental old age retirements and survivor's insurance. Questions concerning Social Security benefits and coverage should be directed to any Social Security office.

Paid and Unpaid Leave

HOLIDAYS

All regular hourly employees working a minimum of thirty (30) hours per work week and all salaried employees shall be granted leave with pay on the following holidays unless otherwise provided for in a collective bargaining agreement.

Sec. 19-26.

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday following Thanksgiving Day

Christmas Day

One (1) Personal Day

holiday.

All officers and employees not required by their department heads to work on such days shall be excused from work but shall be compensated for the day as if the officer or employee had performed his normal work schedule.

In order to qualify for holiday pay, the officer or employee must be present on his or her scheduled working days before and after the applicable

Officers or employees with an unexcused absence or unpaid leave time before or after a holiday shall not be eligible for holiday pay.

If an officer or employee is on authorized paid leave when a holiday occurs, that holiday shall not be charged against such officer's or employee's leave.

VACATION/ANNUAL LEAVE

Accrual Rate

Number of Months of Continuous Employment	Number of Hours Per Year
0 to 48	80.00
48 to 120	120.00
120 or more	160.00

No officer or employee shall be entitled to utilize accrued vacation time until such officer or employee shall have completed six (6) months service with the Town.

No vacation time shall be granted in advance of accrual thereof.

All vacation schedules shall be determined by the department heads giving recognition to the seniority of officers or employees in the determination of when vacation time shall be granted.

An officer or employee may use accrued vacation time for sick leave provided such officer or employee has used all existing accrued sick leave time.

An officer or employee may divide his or her vacation time as is desired with the prior approval of such officer's or employee's supervisor. Employees will use whole hours or full days for any PTO request. Employees will not request any partial hours (0.25, 0.50 & 0.75).

Annual leave shall be requested in advance using the appropriate form and submitted to the department head who shall have the right to determine if the work schedule permits the absence of the employee during the requested period. Vacation leave may be denied when department operations are hindered due to staff scheduling, workload assignments or a legitimate emergency exists.

Upon reasonable notice to the employee a department head may require an employee to use annual leave.

Accumulation of Annual Leave Credits

Earned leave not used during the calendar year in which it is eligible to be taken may be carried over or accumulated to the following calendar year.

Upon the effective date of termination of employment with the Town an employee shall be entitled to a lump sum payment for earned and unused annual leave not to exceed 400 hours. The effective date of termination shall be the last day worked.

SICK LEAVE

Accrual Rate

All full-time employees of the Town shall accrue sick leave time at the equivalent rate of one day (8 hours) for each full month of continuous service. Full month means a full calendar month starting on the first day of the month.

Rules

Sick leave is intended to be used for personal illness, injury or quarantine due to exposure to contagious disease for the employee. Sick leave may also be used for medical or health treatment which cannot be arranged outside of working hours. Sick leave may be used for illness or death in the immediate family. Immediate family is defined as the spouse, grandparents, brothers, sisters, children, and grandchildren of both the employee and the spouse. Sick leave may also be used for reasons of pregnancy and maternity.

Conversion to Special Vacation Time

Employees shall be entitled to convert one-fourth (1/4) of each year's accrued, but unused, sick leave time to special vacation time. Such special vacation must be used during the calendar year following the one in which it was accrued. Conversion must be requested within the first two (2) weeks of a calendar year or it shall be disallowed. Thereafter, it shall be disallowed (if the



conversion privileges of this paragraph have been exercised) and the credits shall revert to the employee's sick leave balance.

Payment for Accumulated Sick Leave

Every employee or beneficiary in the event of death, upon termination for whatever reason shall be entitled to receive payment for accrued sick leave. Such payment is limited to a maximum of five hundred dollars (\$500.00).

Use and Restrictions

Any officer or employee who shall utilize three (3) or more days of sick leave on a continuous basis shall submit to his department head a doctor's certificate as to the illness or injury for which sick leave was utilized.

The Town shall have the right to require a doctor's certificate for any officer or employee reporting in as sick, as well as the right to visit the place of confinement of the sick or ill officer or employee.

If an officer or employee repeatedly utilizes sick leave, the Town shall have the right at the Town's expense to require such officer or employee to submit to a physical examination by a doctor selected by the Town to determine if such officer or employee is physically fit for continued employment by the Town.

Employees are required to notify their immediate supervisor on the first day of sick leave not later than thirty (30) minutes before the shift of which they are employed is scheduled to report for duty. This shall be followed for each day the employee is unable to work unless prior approval is given by the department head. Failure to comply may result in the absence being charged as leave without pay.

In the event an employee repeatedly uses sick leave or is on leave for an extended duration, the Town shall have the right at Town expense to require the employee to submit to a physical examination by a physician designated by the Town to determine if the employee is physically fit for continued employment.

Job Injury Workers Compensation and Use of Sick Leave

Employees who are eligible to receive workers' compensation (including temporary employees) are entitled to work-related injury leave with full pay for up to five scheduled workdays (40 hours or normal number of hours scheduled in a week). This leave, for illness or injury arising out of and in the course of employment, is not charged to vacation leave or sick leave.

Absence from work of five days or more due to a work-related injury shall reduce the 12 weeks of eligibility for family/medical leave.

Employees receiving workers' compensation for job-related injuries or disease may use sick and/or vacation leave to supplement the payment up to, but not to exceed, their regular rate of pay.

After all sick and vacation leave has been exhausted, employees are not entitled to leave or pay benefits other than workers' compensation. Employees may be put into a leave without pay status during this time without adjustment in the service date.

For a regular employee disabled with a work-related injury, a position shall be held open if the

department can function with the vacant position. At some point (not later than one year after the date of injury) the employee, if unable to return to work, shall be separated from Town employment. If during the one-year period following the injury the separated employee is released by the attending physician for any kind of work duty, the employee shall be entitled to benefits under the reduction-in-force policy.

JURY DUTY

An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the difference between any payment received for jury duty and the employee's regular salary.

BEREAVEMENT/FUNERAL LEAVE

Leave may be granted by an employee's immediate supervisor without loss of pay for death in the immediate family. Up to three days or twenty-four hours of pay shall be allowed an employee to attend a funeral within an immediate family. Immediate family shall include spouse, mother, father, children, brother, sister, grandparents, in-laws, stepchildren, grandchildren, aunt, uncle, or first cousin. Employees are required to submit proof of death within 2 weeks of the bereavement leave. Proof includes a death certificate or other documents confirming the date of the death or the date of the funeral/burial/viewing service. Photographs are **not** acceptable supporting documents.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee may be eligible to request and receive an unpaid leave of absence as outlined below.

Eligibility

All regular full-time or part-time employees who have worked for the Town for at least twelve months and for at least 1,250 hours during the twelve months preceding the start of the leave shall be eligible for leave under this policy.

Conditions of Leave

Leave may be taken only for the following reasons:

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve workweeks of leave in a twelve-month period for:

- the birth of a child and to care for the newborn child within one year of birth.
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions

of the employee's job.

- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single twelve-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

If medically necessary for a serious health condition of the employee or spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Town may require an employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence, provided the position has equivalent pay and benefits.

Any leave granted due solely to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Town and must be completed within twelve months of the qualifying event.

Spouses who are both employed by the Town are entitled to a combined total of twelve weeks (rather than twelve weeks each) for the birth or adoption of a child.

Any accrued vacation/PTO/sick leave, as applicable, must be taken concurrently as part of the twelve weeks of leave requested.

In determining eligibility, the twelve-month period shall be calculated by using a rolling 12-month period measured backward from the first day of the new leave period the employee is requesting. Any requests for FMLA extensions may be granted at the sole discretion of the Town Manager.

Notification Requirements

When need for leave is foreseeable, such as the birth, adoption or placement of a child, or planned medical treatment, the employee must provide thirty days' notice to an immediate supervisor and must make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, notice must be given as soon as practicable, generally within one or two days of learning of the need for leave.

Request Procedures

All requests for family and medical leave should be made by contacting the Human Resource department. If possible, the request should be made thirty (30) days in advance of the effective date of the leave. The Human Resource department shall ask for the following information:

- The date FMLA leave shall begin.
- The probable/approximate duration of the leave; and
- The qualifying reason for the leave.

The employee shall be sent a packet indicating initial eligibility with instructions to complete the Certification of Physician or Practitioner form and return the form to the Human Resource department where final approval shall be determined.



If the employee takes leave without previously advising the Town of the medical or family reasons for leave and desires that leave be counted as FMLA leave, the employee must notify an immediate supervisor within two business days of returning to work that the leave was for an FMLA reason.

Status of Employee Benefits During Leave

Employee health insurance benefits shall be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Basic life insurance benefits shall continue at no additional cost to the employee. Optional life insurance and personal accident insurance (if applicable) may be continued at the employee's expense.

Benefit accruals, such as vacation, sick leave, or holiday benefits, shall be suspended during the unpaid leave and shall resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee shall be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Town shall assume that the employee has resigned.

MILITARY LEAVE

A military leave of absence shall be granted to employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees shall be paid full pay for the first thirty days of military leave in accordance with Chapter 115, Florida Statutes. After the first thirty days of military service and upon presentation of satisfactory military pay verification data, employees shall be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.

Employees are entitled to up to 240 hours (annually) paid administrative leave for reserve or guard training in accordance with Section 115.07, Florida Statutes.

Continuation of health insurance benefits is available as required by Florida law and USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Leave benefits shall continue to accrue during a military leave of absence.

Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on



longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

An employee returning from military leave shall be placed in a position otherwise attained had employment continued or a comparable position depending on the length of military service in accordance with USERRA. The employee shall be treated as though employment were continuous for purposes of determining benefits based on length of service.

Contact the Human Resource department for more information or questions about military leave.

DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

The Town of Pembroke Park provides leave from work to employees who require time off to deal with the issue or effects of domestic or repeat violence or sexual violence, and to conform to the Miami-Dade County Domestic Leave and Reporting Ordinance and Florida Statutes § 741.313.

To be eligible for sexual violence leave, an employee must have been employed by the Town for three (3) or more months.

Eligible employees who are victims of domestic violence are entitled to a total of thirty (30) workdays of unpaid domestic violence leave during any twelve (12) month period for one or more of the following:

1. Obtain or receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's family or household member.
2. To obtain and receive legal assistance or attend court appearances relating to domestic or repeat violence including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support.
3. To attend counseling or support services, including counseling or support services for dependent children.
4. To make an employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
5. To make another arrangement necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

Employees who are victims of sexual violence are entitled to a total of three (3) days of sexual violence leave for the purposes outlined above.

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the case and in accordance with his or her department's procedures for unforeseeable absences.

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or PTO) during their leave. After the employee exhausts his or her paid leave time, the remainder of the employee's leave will be unpaid except for any temporary disability benefits under the



Florida Workers' Compensation Law or short-term disability benefits. All leaves of absence in excess of ten (10) business days or two (2) weeks must be approved by the Town Manager.

Except in case of imminent danger, an employee must submit a personnel action form (PAF) to his/her immediate supervisor or the Human Resources Director for approval along with sufficient documentation of the act of domestic or sexual violence.

An employee may take domestic or sexual violence leave intermittently or on a reduced leave schedule and the Town will account for the leave in ¼ hour (15-minute) increments. However, if an employee requests an intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Town may require that such employee transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave.

Domestic or sexual violence leave may be taken in addition to family leave under the Town's Family and Medical Leave Act policy (*See Policy No. 7.1*) provided that the employee qualifies for FMLA leave.

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence



leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

UNPAID LEAVE/LEAVE WITHOUT PAY-

Any regular employee who has been employed with the Town for a period of twelve (12) continuous months may be granted a leave of absence without pay for a period not to exceed six months. Failure to return to work at the end of the leave without pay, may be grounds for termination.

In no instances shall an employee be granted a leave without pay until all accumulated paid leave is used.

The reason for such leave shall be attributable to an extraordinary condition not directly covered by the provisions of the Family and Medical Leave Policy.

Requests for leave without pay must be submitted in writing and approved by the Town Manager.

No annual or sick leave shall be accrued while an employee is on leave without pay.

Employee health and life insurance benefits may be maintained as if the employee were actively working, but at the employee's expense. The employee must submit a check to the Finance/Payroll department to cover the amount of the employee's contribution. Payments must be made at the same time as they would normally be made through payroll deductions. Alternatively, advance payments may be made to cover an agreed upon period. The Town shall not advance the funds to pay for these benefits. If payments are missed the employee's health and life benefits shall be no longer be maintained.

Employees who qualify for a leave without pay shall initiate a request for such leave by sending a written request to their immediate supervisor. Such request shall be made not less than two (2) weeks prior to the requested leave date unless it is an unforeseeable emergency. Such request shall include the purpose of the leave and an estimate of the amount of time needed for such leave.

Separation from Employment

VOLUNTARY TERMINATION

Voluntary Terminations are initiated by the employee and include

1. Resignation – voluntary employment termination initiated by an employee.
2. Retirement – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Notice Required for Voluntary Terminations

1. All regular full-time and part-time employees are requested to give a minimum of two (2) weeks' notice, in writing, prior to leaving Town employment in order to resign in good standing.
2. Department heads and other management personnel are requested to give a minimum of thirty (30) days' notice in order to allow for adequate replacement in order to resign in good standing.
3. In the case of retirement, it is recommended that an employee provide the Town with as much notice as possible; a minimum of 6 weeks is requested. This advance notice shall ensure that retirement issues are satisfactorily addressed prior to the actual date of retirement.

DISCHARGE/INVOLUNTARY TERMINATION

Discharge is an involuntary employment termination initiated by the organization generally for cause.

LAYOFF AND RECALL

If the Town determines that a reduction in staff or “layoff” is necessary, affected employees shall be notified of the effective date, pertinent benefits information and possibility of recall, if any as soon as it is practical.

All layoffs and recalls of positions shall be based upon the Town’s operational needs, financial position and the employee’s employment history, performance and job-related qualifications and abilities as determined by the Town. Seniority may also be considered in making non-union layoff and recall determinations.

IMPACT ON BENEFITS

Employee benefits shall be affected by employment termination as follows. All accrued, vested benefits that are due and payable at termination shall be paid. Some benefits may be continued at the employee’s expense if the employee so chooses. The employee shall be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

EXIT INTERVIEW

In the event of separation, voluntary or involuntary, the employee is encouraged to engage in an exit interview with the Human Resource department.

All employees who resign in "good standing" must take part in exit interviews to be eligible for rehire. The exit interview is on the clock and the employee shall be paid for participating.

RETURN OF PROPERTY

An employee separating from employment with the Town shall return all Town-owned equipment, uniforms, property, Town identification badges, and all building and equipment keys before picking up a final paycheck. The Town may not and shall not withhold earnings for failure to return property but shall take appropriate action including legal prosecution for any Town-owned items that are not returned by a separating employee.

Disciplinary Action

It is the intention of the Town to utilize disciplinary action in a constructive manner to motivate the employee toward proper conduct in the future. Situations of a minor nature are expected to be handled informally by the employee’s immediate supervisor and may result in a verbal warning which may be documented and retained in the employee’s personnel file.

Formal disciplinary action shall be administered by the Department Head in coordination with the Town Manager.

Suspensions and discharge are officially administered by the Town Manager based on Department Head recommendation.

Disciplinary actions may include any or all the following, which are not necessarily administered in order, nor are all types of disciplinary action required prior to discharge. The Town may immediately discharge an employee.

1. Verbal Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. A written record of the oral reprimand shall be placed in the employee's personnel file and a copy provided to the employee.
2. Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Written reprimands shall be placed in the employee's personnel file and furnished to the employee.
3. Suspension is the temporary removal of an employee from duty, with or without pay. Suspensions shall vary in length depending upon the seriousness of the offense or frequency of occurrence. Suspensions shall be documented and placed in the employee's personnel file.
4. Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an employee from the employ of the Town.

Employees may submit written explanations or responses to disciplinary actions to their personnel file. In some cases, particularly discharge, an employee may have certain additional due process rights.

PERFORMANCE IMPROVEMENT PLAN (PIP)

In efforts to rectify disciplinary action, an employee may be placed on a performance improvement plan (PIP). The purpose of this plan is to provide the employee the opportunity to correct performance and behaviors in the workplace. Employees on a PIP will be evaluated periodically by the department manager in efforts to measure progress.

A staff member whose performance, attendance, or conduct does not meet the Town's standards will receive a written warning/counseling and will be provided a clarification of expectations along with a 90-day time period to demonstrate improvement. The manager placing the employee on a PIP is required to document the meeting by outlining the topics discussed during the meeting, goals for improvement, and activities which the employee must complete with a corresponding timeframe.

If the deficiencies are not corrected during the allotted time, termination procedures should be followed.

If staff member's performance, attendance, or conduct improve, the employee will have successfully completed the PIP and no further disciplinary action shall be taken.

CAUSES FOR DEMOTION, SUSPENSION OR DISMISSAL

A permanent employee may be demoted, suspended, or dismissed when, in the judgment of the department head the employee's work or misconduct so warrants. When the department head takes such action, he or she shall file a written notification with the Town Manager and the Human Resource department containing a statement of reasons for the action. The employee shall be notified of the effective date of the action. Employees may be demoted, dismissed, or suspended without pay for violation of these rules which include, but are not limited to, the following:

1. Violation of town and/or personnel policies, procedures or rules.
2. Incompetency or inefficiency in the performance of assigned duties.

3. Offensiveness in conduct toward fellow employees or the public.
4. Violation of any lawful official regulation, or order, or failure to obey any lawful and reasonable direction given by a supervisor when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in a loss, inconvenience, or injury to the Town's service or to the public;
5. Solicitation or taking for personal use a fee, gift, or other valuable thing in the course of work, or in connection with it, when such fee, gift, or other valuable thing solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or future basis;
6. Failure to pay or make reasonable provisions for payment of just debts owed the Town in a timely manner.
7. Conviction of a felony or other serious crime.
8. Inattention to duty, tardiness to excess, laziness, carelessness, and unnecessary breakage or loss of property.
9. Absence from work for three days in a row without proper notification to immediate supervisor as required by the personnel policies and procedures.
10. The employee has been subject to an excessive number of accidents, resulting in personal injury or injury to others.
11. The employee has been guilty of attempting to use political influence in securing or attaining a position or salary increase. Soliciting elected officials to intercede for or attempt to influence officers or supervisory employees in personnel matters shall be construed as violations of these rules.
12. Dishonesty in connection with assigned duties and responsibilities as an employee of the Town.
13. Immorality or lack of integrity in connection with assigned duties and responsibilities as an employee of the Town.
14. Violation of departmental rules.
15. Willful violation of any safety rule or practice.
16. Guilty of conduct unbecoming of an employee of the Town's service whether on duty, or off; or
17. Intoxication while on duty, or use of alcoholic beverages, or any form of intoxicants, or narcotics, except such drugs as are being used upon the advice and prescription of a physician, during working hours.

None of the foregoing shall be deemed to prevent the demotion, dismissal, or suspension of an employee for any reason which is justifiable, even though such cause is not among those enumerated, provided, however, that an employee shall have the right of appeal. Any action taken against an employee for violation of these rules shall take into consideration the employee's

service record.

Employee Arrest of Charge

POLICY

As a condition of employment with the Town of Pembroke Park, employees are required to notify their immediate supervisors, no later than the next working day, when an employee has been arrested or when information has been filed by a prosecuting official against him/her for an offense or violation of law and/or when the employee is indicted by a Grand Jury. This shall include, but not be limited to violation of probation, promise/notice to appear, injunction for any prohibited violent or threatening behavior, or moving traffic violations. Failure to notify shall result in appropriate disciplinary action, including termination of employment.

Under no circumstances may the employee report for duty without prior consent from the Human Resources Director following an arrest/indictment, promise to appear, or conviction.

PROCEDURE

The Town will conduct its own independent investigation taking into consideration the employee's testimony and will review any police report or other available documents. The Town will evaluate each arrest/indictment on a case by case basis taking into consideration multiple factors including:

- The nature and severity of the alleged incident or crime,
- The totality of circumstances surrounding the incident,
- The employee's job responsibilities, job location, and potential interaction with employees and the public,
- Employment record of the employee (e.g., performance, length of service, etc.)
- Circumstances that adversely affect the staff member's attendance,
- The future potential for conflict that may arise,
- Any other factors the Town, in its sole discretion, deems relevant.

If the employee pleads nolo contendere or guilty, enters into a plea agreement including pre-trial intervention or is tried and found guilty of any felonious charge and/or crime involving dishonesty or moral turpitude, the employee may be immediately terminated from Town of Pembroke Park employment. In the event such person is tried and acquitted, or the information or indictment is dismissed or quashed, the Town Manager will review his/her employment status to determine whether reinstatement or continuing employment is appropriate.

Employees arrested or indicted by a Grand Jury or on whom information has been filed by a prosecuting official for a felonious offense, a crime involving dishonesty or moral turpitude, or a charge that could be related to their work, may be placed on Administrative Leave with or without pay with approval of the Town Manager.

If an incident or charge is directly work related, or the offense is of a serious nature, nothing shall preclude the Town from initiating disciplinary action independent of any judicial hearing or

proceeding.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges on the next business day after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town

Employee Procedural Rights

INVOLUNTARY TERMINATION AND PROCEDURAL RIGHTS

The Town Manager, Divisional Directors, and Chartered Positions serve at the pleasure of the Town Commission. All other employees may be terminated by the Town Manager.

Terminated employees have certain due process rights prior to discharge or other adverse employment decisions if they have a liberty or property interest that is affected by the adverse employment action.

Where an employment decision could be stigmatizing to the employee, and the Town intends to place a record of the action in the employee's personnel file (which makes it potentially subject to public disclosure) or if the action would foreclose a definite range of future employment opportunities, an employee shall be provided notice of the action and an opportunity to respond prior to the employment action.

Stigmatizing reasons for discipline or discharge may include dishonesty, immorality, moral turpitude, criminality, racism, harassment, falsifying forms, drug use, engaging in prostitution, use of position to obtain kickbacks or other privileges, or other charges impugning the employee's moral character.

Charges of incompetence, negligence, poor attendance, insubordination, failure to meet performance standards, failure to submit required forms or documentation and related performance-based criteria have typically been held to be insufficiently stigmatizing to trigger a liberty interest.

In cases where public disclosure of stigmatizing information is possible, the employee shall receive oral or written notice of the charges, an explanation of the evidence and an opportunity to respond and clear his/her name prior to the decision being finalized and documented in the personnel file. The employee shall direct their response to the Town Manager, who may consult with the Town Attorney, Mayor and/or Commission as needed.

This process is a procedural protection and in no way limits the Town's at-will employment status. The findings of the Town Manager are final, shall be stated in writing and provided to the employee as well as documented within the personnel file.

RIGHT OF APPEAL

Any permanent employee who is discharged may appeal such action in writing to the Town

Manager within 5 days after such action is taken. As promptly as possible, the employee shall be granted a hearing by the Town Manager and the department head concerned, at which time the employee and immediate supervisor may present relevant evidence regarding the action and the reasons, therefore. When the disciplinary action is personally initiated by the Town Manager, the hearing shall be conducted by the Town Commission. During any investigation or hearing, the Town Manager, or the Town Commission may direct any employee to attend and give testimony. Probationary employees who are terminated during the probation period are not permitted the right of appeal.

Any permanent employee who is demoted or suspended may appeal such action by filing a written grievance in keeping with the Town's grievance procedures. Any such grievance shall be filed within five (5) working days from the date of action against the employee.

GRIEVANCE PROCEDURES

The Town intends to provide a constructive, positive work environment in which employees are empowered to contribute to the continuous improvement in the operations and services provided by the Town. To this end a formal grievance procedure is available to help resolve complaints of employees who believe they are not receiving fair treatment in the workplace.

STEP 1: Verbal Communication with Supervisor

Employees are encouraged to share their suggestions, as well as discuss any complaints or issues that may arise related to their employment and work environment with their immediate supervisor within five (5) working days from the time of the occurrence. The supervisor shall provide a verbal response to the complaint within five (5) working days of the discussion with the employee.

STEP 2: Written Communication with Department Head

Should an employee not find adequate resolution through verbal discussion with their immediate supervisor, the employee shall respond in writing to the employee's department head within five (5) working days from the oral response in Step 1.

The employee shall submit a written grievance to their department head which must include:

- ✓ Date of incident,
- ✓ Description of incident,
- ✓ Summary of previous discussion(s) with supervisor regarding the incident,
- ✓ Desired resolution, and
- ✓ Employee's printed name, signature and date of submission.

The department head shall provide a written response to the employee within five (5) working days of the receipt of the grievance.

STEP 3: Written Communication with Town Manager

If the grievance is not resolved in the first two steps, the employee may request a meeting with the Town Manager. This request must be in writing, dated and submitted within five (5) working days after receiving the response from Step 2. The department head shall be copied on the

request.

The meeting with the Town Manager and the employee shall occur within ten working days of receipt of the request to meet, or on a date mutually convenient for all parties. At the Manager's discretion this meeting may include the department head and/or supervisor, and/or other Town representatives as appropriate. At the employee's option, the meeting may include a fellow employee or other representative.

The Town Manager, or designated representative, shall provide a written response to the employee within ten working days of the meeting. The Town Manager's response to the grievance is final.

WORK RULES AND CODE OF CONDUCT

The workplace brings together many different types of people whose unique perspectives and individual skills and talents add tremendous value to the Town of Pembroke Park. All employees, officers, and volunteers, at every level within the organization, are expected to treat each other as respected and valuable colleagues.

Code of Ethics

Employees and officials of the Town of Pembroke Park are bound by the both the State of Florida and the Town's Code of Ethics.

FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES

Chapter 112 (Part III) of the Florida Statutes and the "Code of Ethics for Public Officers and Employees" which states in part, that "no officer or employee of a state agency or of a county, city or other political subdivision of the state shall have any interest, financial or otherwise, direct or indirect, engage in any business transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his duties in the public interest."

All Town employees shall be furnished with a copy of Florida Statutes Chapter 112 (Part III) during their orientation. All employees are required to review the Statute along with the employment Rules and Regulations for their respective department. This information shall serve as a guide for employee conduct while in the employ of the Town.

PEMBROKE PARK EMPLOYEE CODE OF ETHICS

Article IX, Chapter 2, 260 of the Town Code states, "Employees of the Town hold their positions to serve and benefit the public, and not for obtaining unwarranted personal or private gain in the exercise and performance of their official duties. Further, Town employees must act in a manner that promotes public trust and confidence in government with complete transparency and honesty in their services and must avoid even the appearance or perception of impropriety. The Town Commission recognizes that, in the furtherance of these fundamental principles, there is a need for clear and reasonable standards of ethical conduct. This Pembroke Park Employee Code of Ethics establishes those standards." The following sections provide the expected code of conduct employees of the Town shall follow.

Gifts



Town employees shall not solicit or accept any gift, regardless of value, in their official capacity as employees, nor shall they solicit or accept any gift in either an official or personal capacity that may be reasonably perceived to be given to encourage or discourage them from taking any action in connection with their Town employment.

Lobbying

Town employees should avoid even the appearance of impropriety in their interaction and dealings with lobbyists registered with the Town and in their interaction and dealings with Town vendors and prospective vendors.

To promote full and complete transparency, lobbyists, Town vendors, and prospective vendors who intend to meet or otherwise communicate with a Town employee, either at such employee's office or elsewhere on Town government premises, for the purpose of influencing a decision to be made by the Town Commission, a decision to be made by any decision-making body under the jurisdiction of the Town Commission, or a final procurement decision to be made by a Town employee, must complete a contact log as prepared and maintained by the Town Manager. This contact log shall be completed for each individual Town employee with whom the lobbyist, Town vendor, or prospective vendor intends to meet or communicate. The contact log shall be legibly completed contemporaneously with the meeting and shall be available for public inspection in a database designated by the Town Manager.

To further promote full and complete transparency, a Town employee shall disclose any meeting outside of his or her Town office, any telephonic discussion, or electronic communication with a registered lobbyist, Town vendor or prospective vendor, during or in which meeting, discussion or other communication the lobbyist, Town vendor, or prospective vendor seeks to influence a decision to be made by the Town Commission, decision to be made by any decision-making body of the Town, or a final procurement decision to be made by a Town employee.

A Town employee is prohibited from lobbying on behalf of an outside principal or employer for compensation, Town Commissioners, members of any Town Selection/Evaluation committee, or the governmental unit in which he or she is employed. Lobbying does not include providing information, advice or recommendations to any Town Commissioner or member of a Selection/Evaluation committee in furtherance of the employee's job responsibilities. Except as stated in this paragraph, Town employees may engage in lobbying activities provided such activities would not be inconsistent with their public duties or the provisions of Chapter 112, Florida Statutes.

Outside Employment

For purposes of this section, other employment means any compensated employment performed by a Town employee aside from his or her employment with the Town, including any part-time employment, self-employment, or consultant-related employment. Town employees may engage in other employment provided:

1. The other employment will not be inconsistent with the employee's public duties or the provisions of Chapter 112, Florida Statutes; or

2. The individual or business entity for whom the Town employee will engage in other employment is not a vendor under contract with Town or a prospective vendor seeking to do business with Town.

Prohibition on Use of Town Position for Personal or Private Gain

No Town employee shall use his or her municipal position or powers and duties to secure a financial benefit for himself or herself, an immediate family member or any private organization in which he or she is deemed to have an interest.

Future Employment

No Town employee may ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town employee, either individually or as a member of a Town Committee, while the matter is pending or within the 30 days following final disposition of the matter.

Use of Town Resources

Town resources shall be used solely for lawful Town purposes. Town resources include, but are not limited to, Town personnel, and the Town's money, vehicles, equipment, materials, supplies or other property.

No Town employee may use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

1. Any use of Town resources authorized by law or Town policy.
2. The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or
3. The occasional and incidental use during the business day of Town telephones and computers for necessary personal matters such as family care and changes in work schedule.

Nepotism

No Town employee may participate in any decision specifically to appoint, hire, promote, discipline or discharge an immediate family member for any position at, for, or within the Town.

Political Solicitations

No Town employee shall directly or indirectly compel or induce a subordinate employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

No Town employee may act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining or in any manner changing the official rank, status or compensation of any Town employee, or an applicant for a position as a Town employee, on the basis of the giving or withholding or neglecting to make any contributions in money or service or any other valuable thing for any political purpose.

Elected Public Office

A Town employee seeking elected public office is not permitted to engage in any activity related

to seeking the office during working hours or in other ways which might constitute an inappropriate use of Town time and resources or lead to the impression that the Town government endorses his or her candidacy.

The prohibition against the use of Town time and resources in a campaign for elective office includes a ban against using Town equipment, including vehicles, telephones, copy machines, inter-office mail, or other equipment owned by the Town. The employee/candidate is prohibited from participation in campaign activities off duty wearing a Town uniform or driving a Town vehicle.

Town employees are prohibited from soliciting campaign contributions or any in kind gifts to support his or her campaign, including soliciting campaign workers or contributions from among Town employees when the solicitation takes place on duty or when the solicitation could be reasonably construed as having a connection to a real or expected employment decision. The employee/candidate for public office must avoid the appearance or reality of a conflict of interest between their employment with the Town and the outside candidacy.

A Town employee choosing to run for elected public office must disclose his/her candidacy to the employee's immediate supervisor and the head of their Department within three (3) business days after the time the employee becomes an official candidate by filing the necessary candidate papers. All campaign-related activities by an employee/candidate occurring before official candidacy are also subject to these restrictions.

The employee/candidate must take reasonable steps, with approval by his or her supervisor, to minimize the prospect of a conflict of interest between the employee/candidate's work duties and campaign activities. These steps may include the use of annual leave, personal days, or unpaid leave of absence following approval in advance by his/her supervisor pursuant to Town policies.

Confidential Information

No Town employee who acquires confidential information in the course of exercising or performing his or her powers or duties may disclose or use such information unless the disclosure or use is required by law or in the course of exercising or performing his or her official powers or duties.

Enforcement Procedures

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics is vested in the Town Manager. A Town employee may appeal the decision of the Town Manager by filing a written appeal to the Town Commission within fifteen (15) days of the final decision of the Town Manager is rendered. The Town Commission may affirm, modify or reverse the disciplinary decision rendered by the Town Manager.

The authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics by the Town Manager, Directors or any Chartered Position is vested in the Town Commission.

Town Commission shall have the authority to investigate alleged violations of the Pembroke Park Employee Code of Ethics when the Town Manager fails to do so, or when the Town Commission determines that such investigation is required.

Freedom of Information Act and Public Records Act

It is the policy of the Town of Pembroke Park to comply fully with the Freedom of Information Act. All individuals are entitled to certain and specific information regarding the affairs of government and the actions of public officials and public employees.

All FOIA requests are to be immediately directed to and processed by the Town Clerk or his/her designee. Requests for public information may be either oral or written and ideally are handled within five business days after the request has been received. In some cases, an extension may be required, and certain information may be denied or redacted. Originals of any documents shall not be allowed to leave Town property, and the costs associated with compiling and providing the information shall be charged.

Public Records

Under no circumstance may an employee remove documents, photos, reports, personal or personnel information or any sensitive material that is the property of the Town of Pembroke Park.

Employees found to be in violation of this policy may be disciplined, up to and including discharge.

Personal Conduct

All persons employed by the Town must remain constantly aware of their responsibilities to the public and of the fact that they are representatives of the Town. It is expected that their conduct and appearance shall be commensurate with the positions which they hold.

Town employees are frequently called upon to express opinions and to provide information concerning the Town government, its operations and its policies. Expressions of opinions should be carefully weighed in the light of their probable affect and should be based upon facts within the knowledge of the employee. A Town employee is not deprived of the rights of citizenship which affords the right of free speech. He should be keenly aware of responsibilities and privileges as an employee of the Town and understand that personal opinions shall often be interpreted by others as representing the official opinion of the Town.

Employees shall be well informed concerning the policies and operations of Town government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question asked is far superior to an incorrect answer, but if the situation requires it, the employee, under such circumstances, should refer the questioner to the proper source of information or obtain the actual facts and inform the person making the inquiry.

Employees are expected to refrain from repeating rumors and from creating dissension within the organization.

Employees shall visit departments other than those in which employed only on official business. Reasonable breaks in routine work may be taken as long as the privilege is not abused but loitering is expressly forbidden. Any employee who has completed assigned tasks, or the work for which that employee is responsible shall report to a supervisor for assignment of other duties.

Outside Employment Guidelines

Full-time Town employees wishing to hold supplemental, part-time employment in addition to his or her Town employment must request approval in writing to their department head and must do so each year

that supplemental employment is held on their Town anniversary date.

The request should include the:

- Name of the employer.
- Nature of the employment and duties to be performed; and
- Approximate number of hours to be worked per week.

The Town Manager shall determine whether a conflict of interest exists or if the employee's ability to effectively perform their Town work shall be hampered and shall inform the employee in writing of his or her determination.

A conflict of interest may include, but is not limited to:

- Any employment, activity, or enterprise which involves for private gain the use of the Town's time, facilities, equipment, supplies, or prestige or influence of the Town Office.
- Any activity which involves receipt or acceptance of any money or other consideration from anyone other than the Town for performance of an act with the employee should be required or expected to render in the regular course of their Town employment.
- Any activity which involves a performance of an act other than in their capacity as a Town employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department in which they work; or
- Any activity which involves so much of an employee's time that it impairs their attendance or efficiency in the performance of their duties.

Employees may not wear a Town uniform, work shoes/boots, or any other apparel furnished by the Town in performing outside work. Outside work may not be performed during regularly scheduled Town work hours or at a Town facility, and no Town resources, equipment, tools or supplies may be used for outside work.

Political Activity and Voting Time

All employees should register to vote and should exercise this privilege at each opportunity afforded. It is Town policy that it is in the public interest and at governmental benefit to remove career employees from the arena of partisan political activity. Florida statutes impose certain restrictions on the political activities of state, county, and municipal officers and employees.

Also, those employees in positions supported in whole or in part by Federal funds may be subject to those restrictions contained in the federal "Hatch Act." The following prohibitions shall apply to all Town officers and employees:

- No person shall promise, attempt, or use political position, influence, or coercion in an effort to erode the merit system nature of the Town work force by patronage or favoritism for past or future political influences or services, either implied or actual.
- The Town of Pembroke Park shall not permit the use of its equipment, property, facilities or supplies for partisan political purposes.

- Employees shall not take an active political role on behalf of any candidate or incumbent for Town elective office.
- Employees shall not be solicited for contributions or any other sort of support or influence for any political party, office, or candidate, either from other employees, superiors, elected officials, or candidates.
- A Town employee who becomes a candidate for any public elective office shall, at the time of formally qualifying, resign in good standing from the Town service.

Violations of any of these restrictions shall result in disciplinary action including discharge, as determined by the provisions of these rules.

Full-time regular employees shall be granted one (1) hour off to vote at the start or end of their shift, provided such time does not result in the Town having to replace employees at overtime rates of pay and coverage is maintained in, each department.

Employees interested in utilizing voting time must request the use of such time at least twenty-four (24) hours in advance of using such time. Granting the use of such time under all conditions shall be made at the discretion of the department head.

Active political campaigning or solicitations for political contributions while on duty is strictly prohibited.

Political Activity and General Solicitation

The Town does not discourage political participation or activity. However, certain restrictions are imposed to ensure the integrity and impartiality of the Town. In this regard:

- Employees of the Town shall not engage in political activities on behalf of a candidate for partisan or non-partisan election during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee. This includes distributing or circulating literature or paraphernalia for or against an issue or candidate.
- Solicitation and/or distribution of literature, including signing and circulating petitions for candidates, propositions and other political matters, is prohibited during working hours or in work areas. Working hours include the actual working time of both the individual performing the solicitation or distribution and the employee to whom it is directed.
- Employees of the Town shall not solicit, receive or in any way participate in soliciting or receiving any assessment, subscription or contribution for any political party or any political purpose whatsoever, during those hours when the employee is being compensated for the performance of his/her duties as a Town of Pembroke Park employee.
- Employees involved with political campaigns shall do so as private citizens. Employment status with the Town shall not be referenced when campaigning for or against any candidate or ballot issue, question or proposal. Employees involved with political activity shall neither claim to represent the Town nor claim their views or opinions reflect the views or opinions of the Town.
- Equipment, materials and supplies belonging to the Town, including the Town's letterhead, business cards or other such material supplied by the Town, shall not be used in support of political activities.



Employees who become candidates for the Town Commission of the Town of Pembroke Park shall be required to take a leave of absence without pay when that employee complies with the candidacy filing requirements or sixty (60) days before any election relating to that position, whichever date is closest to the election. Employees who are elected to Town Commission must resign their Town employment prior to the commencement of their term of office.

Customer Service

The Town of Pembroke Park always requires employees to represent the Town in a positive manner and treat customers and residents with courtesy and respect .

Employees should be prepared to listen patiently to complaints and deal with them in a helpful, professional manner. Residents or customers who become unreasonable, abusive or harassing should be referred to the employee's supervisor.

Public Statement/Press Calls

Unless otherwise delegated, the Town Manager is the official designated spokesperson for Town staff. Employees should refer all requests for formal statements, interviews, and related activities to the Town Manager. Employees may not make formal statements on behalf of the Town, except in cases of sharing routine, information, without prior authorization.

The Workplace and Town Resources

APPEARANCE

Your appearance is important to demonstrating the professionalism of Town organization. For this reason, each employee is expected to report for work each day with appropriate hygiene, appearance and attire for his or her position.

Personal cleanliness is a must for all employees. Body odors, strong perfume or smoke may all be particularly offensive to the public or coworkers. Employees should take pride in their personal hygiene and appearance and report to work clean and groomed appropriately.

Attire should be consistent with job responsibilities and should not jeopardize the safety of the employee or distract others. Anyone reporting to work in inappropriate clothing shall be sent home to change.

It is impossible to describe or define every possible acceptable or unacceptable example of attire. Clothing should be in keeping with the image of a professional organization; the following is prohibited:

- Excessively worn, torn or dirty clothing,
- Clothing with suggestive or offensive logos, pictures, insignia, etc.,
- Very tight, revealing or otherwise sexually suggestive clothing, and
- Exercise attire including "sweats"

If in doubt, ask prior to wearing the item. Your supervisor shall determine whether attire is acceptable.

USE OF TOWN RESOURCES

Vehicles, materials, facilities and equipment owned by the Town are intended for Town business use only. Further, Town employees are expected to perform work related only to Town business while on work time. Specifically:

1. Mail & Letterhead - Employees may not use the Town's postage for personal mail. Additionally, employees should not routinely receive personal mail or package deliveries while at work. Town letterhead is to be used for official Town business only.
2. Phone - All phone lines are to be kept available for the Town's business. Personal calls must be held to a minimum. Employees are expected to reimburse any expense associated with personal long-distance calls or excessive personal calls made using a Town telephone.
3. Cell Phone - Personal calls on Town cell phones are to be held to a minimum and are allowed provided only where personal use does not result in an overage of the contracted minutes. If the minutes are exceeded, the employee is required to pay the additional charges or costs.
4. Vehicles – Town-owned vehicles are to be used for official Town business only, unless otherwise approved by the Town Manager.
5. Equipment, Facilities and Supplies - Equipment, facilities and supplies are to be used for Town business only, including tools, machinery, computers, copiers, faxes and other office machines.
6. Personnel – Town personnel are only to perform work related to Town business and/or projects while on work time.

The Town's resources, including Town vehicles, may not be borrowed for personal use by employees.

EMPLOYEE IDENTIFICATION

It is the policy of the Town of Pembroke Park that all employees be photographed as a method of establishing proper identification and records for the employee. The identification shall be handled by the IT department during orientation.

The IT department shall issue picture identification cards to all employees except for the Fire Department.

Town identification cards are to be presented upon request. The cards are only to be used for employment purposes.

Upon separation of employment, identification cards shall be turned into the employee's department and submitted to the IT department along with a completed "Town Property Form" which shall authorize the tendering of the employee's last paycheck.

Employees are to report lost identification cards immediately. Replacement identification cards shall be reissued at a fee of five dollars (\$5.00) each.



Upon expiration, the identification card is to be exchanged for a new card.

Identification cards shall expire five (5) years from the date of issuance and it shall be the employee's responsibility to get a new one from the IT department.

KEY DISPERSAL

Keys to Town buildings, facilities, vehicles or equipment may be issued to employees. Keys are never to be duplicated, given or lent to anyone else, including a fellow employee. Lost or stolen items must be immediately reported to the Town Manager.

UNIFORMS AND SAFETY ATTIRE

The Town may issue directly, provide allowance for, or reimburse employees in certain departments for safety attire, work shoes/boots, uniforms, etc. These items are to be clean and worn with reasonable care. The Town shall replace worn or damaged items as needed and within reason, generally not more than once per year. Town attire or uniforms are considered Town property and are to be worn while on duty for Town business only.

PERSONAL ARTICLES IN THE WORKPLACE & SEARCH OF PROPERTY

The Town is not responsible for lost or damaged personal articles brought into the workplace. All property belonging to the Town, including Town vehicles, computers, phones, desks, file cabinets, lockers and other storage areas, is subject to inspection or search at any time without notice to retrieve work-related materials or to investigate a violation of workplace rules. Employees should not have any expectation to privacy regarding Town premises.

PERSONAL WORKSPACE & DISPLAYS

Personal workspace is also considered property of the Town and is oftentimes accessible and viewable by co-workers and the public. Reasonable, tasteful displays of personal pictures, decorations, and related items are acceptable. However, any personal displays that violate harassment, code of conduct, or other policies shall be addressed as a violation according to those procedures. Your department head and/or the Town Manager have the final authority to determine what is acceptable.

SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town of Pembroke Park maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, electronic cigarettes, or chewing tobacco) is permitted in any Town workspace (indoor and outdoor) or in vehicles owned, leased, or rented by the Town.

The Town of Pembroke Park does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town of Pembroke Park.



Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

CARE OF EQUIPMENT

Employees are expected to follow prescribed safety procedures for equipment and vehicle usage, refrain from and/or report equipment abuse and guard against equipment loss.

Should an employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate supervisor or department head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment shall not be tolerated and may result in disciplinary action, up to and including discharge.

VEHICLE USAGE

The Town allows certain job classifications to use Town-owned vehicles with prior supervisor approval.

- Employees who use their personal vehicles for Town business shall be reimbursed in accordance with the Florida mileage reimbursement rate.
- Any employee driving on Town business, whether using their own vehicle or the Town's, must have a valid Florida driver's license and a satisfactory driving record. Any restrictions on, or revocation of, an employee's legal right to drive must be immediately reported to the appropriate department head. The same applies for employees diagnosed with a medical condition which temporarily or permanently affects their ability to drive.
- Employees who drive a vehicle on Town business must exercise due diligence to drive safely, observe all traffic laws, speed limits and related rules of the road, and maintain the security of the vehicle and its contents. The use of hand-held cellphone is **prohibited** while operating vehicles.
- When riding in or operating the Town vehicles, safety belts shall be worn by all.
- Employees shall promptly report to their supervisor or Department Head any accident with any Town vehicle that is operated by them or in their charge. Notification should be made to the local police agency so that a report can be prepared.
- If, in the event of an accident, carelessness or negligence on the part of the operating employee is determined to be a contributing factor, charges will be brought against the employee, leading up to termination. Drivers are responsible for any driving infractions or fines that result from their driving and must report them to their supervisor.
- No one other than authorized Town employees is authorized to drive or ride in Town vehicles, unless prior approval has been obtained from the Town Manager.
- Employees may transport citizens in the Town vehicles only for an authorized purpose, and/or with the approval of a Department Head.

- Smoking is strictly prohibited in Town vehicles.

TAKE HOME VEHICLES

Employees with an assigned take home vehicle will be subject to a bi-weekly taxable fringe benefit as per the IRS Commuting Rule. The Town does not allow the employee, nor any individual whose use would be taxable to the employee, to use the vehicle for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between a business delivery and the employee's home).

CREDIT CARDS

The Town recognizes that in certain instances, it is in its best interests to issue a Town credit card to certain employees. Town credit cards are limited to employees in positions that demonstrate that having a credit card shall assist them in performing their assigned responsibilities. Any issuance of a Town credit card must first be authorized by the Town Manager.

The credit card may only be used for the purchase of goods or services related to the official business of the Town. It is not to be used for any personal business.

Any employee that is issued a Town credit card is responsible for the card's protection and custody and shall immediately notify the Finance Director, if the card is lost or stolen.

The issuance of a Town credit card is a privilege that may be revoked at any time. Any card holder found in violation of this policy may be forced to surrender the card and may be subject to discipline. Employees shall surrender their Town credit card upon request, including at the time of termination.

SAFETY

The Town believes in maintaining safe and healthy working conditions for its employees. Establishment and maintenance of a safe work environment is the shared responsibility of the Town and employees from all levels of the organization. The Town will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all their work activities. All perceived safety hazards are to be reported immediately to the Town Manager, Department Supervisor, or the Human Resources department.

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If an employee observes an unsafe condition, the employee should warn others, if possible, and report that condition to the Town Manager, Department Supervisor, or the Human Resources department immediately. If an employee has a question regarding the safety of the workplace and practices, ask a supervisor for clarification. Any issues on safety will be investigated and rectified to ensure employees safety at work.

To achieve the goal of providing a safe workplace, each employee must be safety conscious. The Town encourages employees to provide suggestions to enhance the work experience through comments, suggestions, or complaints.

GENERAL SAFETY RULES:

- OSHA approved footwear is to be worn if deemed required by department.
- All issued Personal Protective Equipment (PPE) such as eyewear, back braces, hard hats, safety vests, hearing protection and all others are always to be used as appropriate for the task assigned.
- All employees must follow the standard method of lifting. If the load is over twenty-five (25) pounds, back braces are required to be worn. If the load is over fifty (50) pounds, you must obtain assistance.
- All spills, broken glass, debris or any other hazard, must be cleaned up if you are assigned to complete such activities and if you are not able to complete the cleanup, you are to report the issue to a supervisor or Department Head immediately.
- Any defective tools/equipment/machines must be taken out of service and reported to a supervisor or Department Head immediately.
- All machines/equipment must be operated in a safe manner. Shut off/unplug any machines/equipment before making any adjustments, cleaning or repairs.
- Report all accidents or injuries to your supervisor or Department Head immediately. You must complete the required written reports as required as soon as possible. This report should be forwarded to the Human Resources department immediately. Failure to file the required reports, may lead to delays in the subsequent investigations which can affect medical benefits and possible disciplinary action.
- Any employees that come into contact with any type of body fluids/waste must adhere to the Center for Disease Control Universal Precaution Guidelines.
- All unknown materials are to be considered hazardous and appropriate precautions taken.
- Filing false statements, reports, timesheets and all other documents constitutes a falsification of records and is subject to immediate termination.
- MP3 Players, headphones and all similar type devices during working hours is prohibited except for authorized break and lunch periods. Single ear Bluetooth devices for phone use is permitted.

BUILDING SECURITY

In order to ensure the security of the Town Hall, all visitors will be required to be escorted by Town personnel while in secured areas. All visitors must report to the receptionist and advise their reason for being in the building. The front door to Town Hall will always be locked, and all visitors will enter through the rear door.

After Town Hall working hours, the rear door to Town Hall will be locked, and visitors are to utilize the intercom at the rear of Town Hall to request admittance. During this after-hours period, caution should be exercised when admitting persons to utilize the telephone, restrooms, or water fountain as the building is closed. Any person that is found in the secured areas of the building who is unknown should be challenged as to their business in Town Hall.

The following visitors do not require escort; however, their movements should be limited: Any Government Official (Town of Pembroke Park, other Municipalities, County, US Government). family members of employee, visitors who are personally known, recognized, or whose purpose (such as repairman) has been previously announced.

Acceptable Use Policy

The Acceptable Use Policy establishes a minimum set of rules of behavior for users of Town of Pembroke Park (TPP) IT (Information Technology) resources. Personal and Contractor owned devices that are connected to TPP systems or used to store TPP or client related data are also considered IT resources.

ENFORCEMENT

Users of IT Resources who violate these rules of behavior may be subject to company disciplinary action and/or criminal prosecution. Such action will be at the discretion of the appropriate TPP management in conformance with the Disciplinary Action Policy section in the employee handbook and TPP Information Security Policy. Third party users who violate these rules of behavior may be subject to account revocation and/or

ETHICAL AND APPROPRIATE USE

TPP provides the IT Resources to assist users in performing their job responsibilities. The resources are to be used for legitimate and authorized business purposes only. Incidental and reasonable personal use of TPP's IT Resources (e.g. Internet, email) is acceptable, if it does not consume more than a trivial amount of Company resources (financial, bandwidth, etc.), adversely affect the intended business use of the IT Resources, or impair a user's job performance.

The display of any sexually explicit image, document or text on any IT Resources is prohibited and in violation of TPP's sexual harassment policies. Sexually explicit material may not be accessed, archived, stored, distributed, edited or recorded using any IT Resources. Material that is, or could reasonably be regarded as, derogatory or discriminatory based on race, sex, religion, national origin, age, sexual orientation or disability, or is fraudulent, harassing, embarrassing, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, either within TPP or from TPP to someone outside TPP, by email or other form of electronic communication (such as bulletin board systems, newsgroups and chat groups) or displayed or stored using IT Resources.

In their use of IT Resources, users must comply with all state, federal and international laws, including the laws and regulations of any state, city, province or other jurisdiction and any laws governing intellectual property and online activities. Users are prohibited from using TPP's IT Resources for any other business solicitation or profitmaking activities. Without prior written permission of the Chief Information Officer, IT Resources may not be used for dissemination or storage of commercial or personal advertisements, solicitations or promotions

USER MONITORING AND PRIVACY

Users acknowledge that they have no expectation of privacy regarding their activity on TPP IT Resources.

All TPP IT Resources are always subject to monitoring and auditing. Users should expect that electronic communication may be accessed by authorized supervisors, local system administrators, Information Security, Legal and Human Resources with or without the permission of the employee. However, no other users may monitor or access IT Resources of another user without the express approval of the Chief Information Officer and Chief Human Resources Officer

PASSWORDS AND USER IDS

Passwords for all TPP IT Resources are considered private and confidential. Users are prohibited **from sharing any of their system passwords with anyone.**

Note: In the process of troubleshooting an end user issue with an IT Resource over the phone or in person, a Technical Support associate may need to reset a users' password. If the user has any reason to question any aspects of the way the Technical Support technician is handling the situation, they should contact mpakula@townofpembrokepark.com. Technical Support Technicians **WILL NOT** send notifications directing users to change an existing password to a specific password; or otherwise solicit their password to be submitted via message. Such methods are often unsolicited attempts on public services such as banking to obtain unauthorized access to an account. If this happens, contact mpakula@townofpembrokepark.com

To minimize the risk of compromising systems as a result of poor password selection, users are responsible or selecting passwords that are difficult to break. **Wherever technically supported and not configured centrally**, the following password criteria should be employed:

- Passwords must be a minimum of 8 Characters.
- Passwords should have 3 or more of the following types of characters:
 - Lowercase characters
 - Uppercase characters
 - Numbers
 - Symbols
- Passwords must be changed every 120 days, and passwords must not be re-used for at least 6 iterations.
- Dictionary words, derivatives of User IDs, and common character or easily guessable sequences such as "123456", "Password", may not be used.
- Personal details such as a spouse's name, social security numbers, and birthdays may not be used unless accompanied by additional unrelated characters.
- Proper names, geographical locations, common acronyms, and slang may not be used.
- Personal Identification Numbers (PINs) may be used for authentication on designated systems (such as voicemail), in instances where the target asset is low sensitivity, the system does not support passwords, or the PIN is used in conjunction with another factor to authenticate the user (such as a hard-soft token or device fingerprint, out of wallet/knowledge-based authentication). If exposed or compromised, passwords/pins must be changed immediately. **Passwords/pins must not be written down**
- Passwords must not be saved or "remembered" within applications (i.e. when a dialog box has a 'save password' box to check).
- Passwords must not be hard coded into programs/function keys/macros etc.
- Passwords must not be stored in an unencrypted format

USER ACCOUNTABILITY

User access to IT Resources is tied directly to an individual's User ID. Users are accountable for all actions associated with the use of their assigned User ID and will be held responsible for unauthorized actions found to be intentional, malicious, or negligent. Each user must protect their user ID by:

1. Never allowing another person to use or share his/her logon session; because the session is directly associated with an individual's User ID, the user is personally accountable for all actions performed with the ID.
2. Locking the workstation or logging off an active session when leaving the workstation

DATA CONFIDENTIALITY AND SECURITY

All data on TPP IT resources is classified as Company Confidential information, unless otherwise specified. If you come into contact with sensitive (i.e. Highly Confidential) company, associate, or customer information (i.e. credit card numbers, personally identifiable information, protected health information) that you were not the intended recipient of, or otherwise do not have business justification to access, notify the Information Security department immediately.

Information must be handled in accordance with requirements associated with its classification. Users are prohibited from sharing TPP Confidential or Highly Confidential information with a third party unless the third party has been authorized to receive that information in accordance with the Third-Party Management Program.

UNAUTHORIZED ACCESS

Users are forbidden from taking actions that are intended to breach or may result in a breach of TPP's or any other companies' or individuals' security, confidentiality or privacy of information assets. These actions include, but are not limited to:

1. Accessing an account not assigned to the user or one in which they have not been expressly authorized.
2. Taking actions meant to capture information to which the user is not authorized, such as network sniffing, network mapping, port scanning or vulnerability scanning.
3. Circumventing any authentication or security mechanism.
4. Interfering with or denying service to any authorized user or process. Users should note that the **ability** to perform an action does not correspond with the **authority** to perform that action

Note: Designated personnel may perform the above listed activities in the course of their duties. These individuals authorized by the TPP Chief Information Security Officer. No other individuals may perform these functions, regardless of their intent.

DENIAL OF SERVICE

Users may not initiate actions which results in limited or preventing other authorized users or systems from performing authorized functions by deliberately generating excessive network traffic

(with the exception of performance or load testing by the IT department), and thereby limiting or blocking telecommunications capabilities. This prohibition includes:

- The creation or forwarding of unauthorized mass mailings such as “chain letters”.
- Messages with excessively large attachments or embedded graphics that consume large quantities of network bandwidth or streaming excessive video/music.

MALICIOUS CODE

Users are prohibited from intentionally writing, compiling, copying, propagating, executing, or introducing in any manner any code designed to self-replicate, damage, or otherwise hinder the performance of any TPP IT Resource. Examples of these include computer viruses, worms, and Trojan horses.

To prevent this from occurring, unsolicited emails with suspect subject lines/text, attachments, hyperlinks, even if from a known individual, should not be opened or executed. Antivirus/antimalware/antispymware software, device specific firewalls, and other security software installed by the IT Department on company PCs, servers, and other devices should not be suspended, removed, or otherwise interfered with without express approval from the IT Infrastructure department. Users should take reasonable precautions to prevent the propagation of malicious code amongst TPP IT Resources by evaluating the credibility of a link, email, SMS, or attachment received by a user.

TIPS FOR EVALUATING CREDIBILITY INCLUDE:

- Evaluating what was received.
- Does it appear to be a Microsoft Office (Word/Excel) or Adobe document but carry a different file extension (i.e. '.exe')?
- If it includes a link/URL, does it look odd or attempt to download or execute a file? For example, links that make use of a subdomain such as www.<legitimate_destination>.<fake_destination>.com or use top level domain such as “.in” or “.tk” verses “.com” or “.net” may be suspicious.
- Is it soliciting an action from you, such as divulging personal or corporate information about you or others, such as phone numbers, titles, user IDs/passwords, company procedures?
- Is it asking you to download or install something?
- Evaluating the source.
- Is this a known source whose identity has been reasonably confirmed, and should be contacting you?
- If it is a known sender, are there signs that they are being impersonated by sending a non-specific message, requesting something unusual, or leveraging an unusual communication medium?

PERSONAL (USER OWNED/LEASED) AND CONTRACTOR DEVICES

Only TPP owned/leased/managed personal computers are permitted to access the Corporate Network. Contractor and employee computers may connect to designated guest networks. Personal mobile devices including smartphones and tablets are permitted to connect to TPP systems through the enterprise Mobile Device Management (MDM) utility.

See “Mobile Devices” section for further provisions

Personal mobile devices are prohibited from connecting to the TPP corporate Wi-Fi network, but are permitted to connect to designated guest networks

MOBILE DEVICES - SMARTPHONES, TABLETS, PERSONAL DIGITAL ASSISTANTS, AND JUMP DRIVES

Smartphones or Tablets that access TPP systems may only do so provided they are secured with the company-provided Mobile Device Management utility. TPP Information Technology will provide limited support for personal devices approved to access company resources. Support is limited to the Mobile Device Management utility and any other TPP- provided software. Users are responsible for:

1. Costs associated with wireless data plans, personal software purchases/licensing, replacement of lost device, repairs to damaged device.
2. Registering and maintaining device warranty.
3. Service/billing disputes with seller/wireless carrier.
4. Backing up all personal data.
5. Device troubleshooting with manufacturer or wireless carrier

TPP-provided mobile devices are supported by the TPP IT Department. Users are responsible for the following:

1. Costs associated with personal software purchases/licensing.
2. Backing up any personal data.

Users are required to notify the Service/Help Desk immediately in the event of a lost or stolen mobile device, or a device that is sold, given to another individual, sent for repair, or disposed of. Devices will be wiped remotely or reset in the following scenarios:

- Device is lost, stolen, changes custody, or believed to be compromised.
- User is found to be in violation of this policy.
- User no longer has a working relationship with TPP.
- User fails to authenticate successfully after an established number of attempts, in which case the device will be configured to automatically reset.

Users who connect personal devices through the corporate Mobile Device Management Utility recognize and understand that some functionality may be disabled to preserve the security and effective utilization of TPP IT Infrastructure. TPP retains the right to perform limited monitoring and take certain actions on personal mobile devices configured to access TPP data or systems.

TPP may monitor and/or block any activity when leveraging the corporate network as the conduit to the Internet (e.g. browsing the internet while connected to corporate Wi-Fi). TPP may monitor or inspect security configurations, Mobile Device Management (MDM) profiles, and operating system version/patch levels. TPP may block some devices if found to present risk to TPP data or systems.

TPP will perform a “selective wipe” of a device if lost or stolen, which will only remove company data.

TPP may leverage device location monitoring to aid in the recovery of lost or stolen devices. Users are prohibited from compromising, replacing, or significantly altering the operating systems of mobile devices (e.g. jailbreaking or rooting a smartphone or tablet). Devices that are found to have been inappropriately configured in this regard will be blocked from accessing the TPP environment.

Mobile devices with Wi-Fi capability should not be configured to connect automatically to unsecured wireless access points. Wi-Fi capabilities should be turned off when not in use. Mobile devices should not be configured to download Apps from Third Party marketplaces or other untrusted sources. Third party marketplaces circumvent screening and protections put in place by Operating System manufacturers and can be a source of mobile malware.

The Apple App store, Android Marketplace, BlackBerry App World and Windows App Store are examples of de facto platform marketplaces.

Direct downloads from websites or Third-Party marketplaces not endorsed by platform manufacturers should be avoided. Users are prohibited from inserting jump drives, flash drives or any peripheral devices whose origin is not trusted into TPP devices. Jump drives whose origin is known must be scanned by Antivirus/Antimalware utilities prior to use. Highly Confidential company data may not be stored on jump drives or flash drives without the use of encryption.

Users are prohibited from configuring devices to connect to assets not specifically sanctioned or supported by the Information Technology department. Users are prohibited from texting, emailing, surfing the internet, or other distracting activities while operating a motor vehicle. Users should leverage hands free calling capabilities while driving, in accordance with local laws and as necessary to ensure the safety of the user and others

MESSAGING (EMAIL, TEXT, SMS, INSTANT MESSAGE)

To limit capacity and email processing performance issues, do not use TPP corporate email accounts to sign up for non-work-related solicitations and notifications. The following rules are required by law and are to be strictly adhered to:

1. It is strictly prohibited to send or forward messages containing libelous, defamatory, offensive, racist or obscene remarks. If you receive message of this nature, users must promptly notify their supervisor.
2. Do not forge or attempt to forge messages.
3. Do not send messages using another person’s account.
4. Do not disguise or attempt to disguise your identity when sending messages

Users should not transmit sensitive information via messaging systems, such as usernames, passwords, credit card information, and social security numbers. If it is necessary to send sensitive information via email, encryption must be used.

Users are prohibited from sending broadcast e-mails such as chain letters, advertisements that are for personal gain or use.

Users are prohibited from using personal email accounts (Gmail, Yahoo, AOL etc.) to conduct TPP business. Email accounts should only be publicized for TPP business use.

Users are Prohibited from Turning ON I Message in Town owned I Phones. This Feature must always remain **DISABLED**.

INTERNET USAGE

Users are prohibited from using public cloud or other third-party services not procured by TPP IT (such as Gmail, Google Docs, Dropbox) to store or transmit TPP Confidential or Highly Confidential data. Do not download unauthorized content, files or software from the Internet. Do not engage in personal Internet activity that interferes with normal business activities. Any personal use cannot:

- Be associated with for-profit outside business activity,
- Involve solicitation, or
- Impact the TPP brand identity

Do not engage in inappropriate or potentially harmful Internet or communications activities, including but not limited to:

- Posting or disclosing non-public TPP information on any publicly accessible Internet computer, bulletin board, chat room, blogs and social media sites.
- Clicking on pop-up links on social media and other websites.
- Participating in gambling activities.
- Using the Internet for unlawful or malicious activities.
- Accessing pornographic or other objectionable material.
- Using abusive or objectionable language or harassment.
- Violating trademark or copyright laws.
- Misrepresenting oneself or TPP.
- Engaging in other activities that could cause congestion and disruption of networks and systems, including the sending of chain messages.
- Responding to external inquiries when not authorized to do so (e.g. press inquiries, sales calls).

When using social media, disclosing TPP information or otherwise representing yourself as a TPP Employee is prohibited. Professional networking sites such as LinkedIn are acceptable, providing

company information is not disclosed therein. Designated employees who manage TPP's social networking assets are exempt from this provision within the confines of TPP social media accounts

SOCIAL MEDIA, SOCIAL NETWORKING, AND BLOGGING

This document defines the social networking and social media procedure for the Town of Pembroke Park, the "Town". To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, Town departments may consider using social media tools to reach a broader audience. The Town encourages the use of social media to further the goals of the Town and the missions of its departments, where appropriate. The Town has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This procedure establishes guidelines for the use of social media.

PERSONAL USE

All Town employees may have personal social media accounts/blogs. These accounts/blogs should remain personal in nature and be used to share personal opinions or non-work-related information. Following this outline helps ensure a distinction between sharing personal and Town views.

Town employees must never use their Town e-mail in conjunction with any personal social media accounts/blogs.

The following guidance is for Town employees, who decide to have personal social media accounts/blogs or who decide to comment on posts about official Town business:

- Always state your name and, if relevant, role, when discussing Town business.
- Use a disclaimer such as: "The postings on this site are of my own and don't reflect or represent the opinions of the Town of Pembroke Park, for which I work."
- Always write in the first person and please consider that even anonymous postings on blogs/social media accounts can be traced.
- When participating in online communities, the employee should not misrepresent himself or any roll he/she may have within the Town.
- Think twice before posting. The employee is personally responsible for the content published on blogs, Wikipedia or any other form of user-generated media. Please remember that postings on the internet, even if removed/deleted by a user, are either permanently archived or could be saved as screen shots by other users, meaning that everything an employee publishes could be visible to the world permanently. Prior to publishing any post that could make a viewer uncomfortable, employees should review and reconsider that post. If the employee remains unsure and the post is related to the Town, the employee should speak with the Public Information Officer or Human Resources Department.
- Employees should not post comments on work-related legal matters unless he/she has received written legal approval by the Town to do so.
- The use of ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Town's workplace is strictly prohibited. Proper consideration for

the privacy of others and for topics that may be considered objectionable or inflammatory (like religion or politics) should be exercised.

- Personal grievances and/or comments that compromise or disrupt the efficient operation of the Administration or represent the Town in a negative light are discouraged.
- Employees must refrain from speech containing obscene or sexually graphic or explicit material, images, acts and statements or other forms of speech that ridicule, malign, disparage, or otherwise express bias.
- Employees should ensure that all Facebook, Linked-in, Twitter, Instagram or YouTube profiles and related content are consistent with how he/she wishes to present himself/herself with clients and colleagues.
- Do not create a link to the Town's website.
- Do not use the Town's Seal, logo, other intellectual property, or proprietary graphics, or any copyrighted materials.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off duty, could have an adverse effect on the Town's legitimate business interests.

REMOTE ACCESS

Any IT Resource used for remote access to TPP IT Resources that is not the property of TPP must be configured to comply with TPP Information Security Policies, Standards, and Procedures. Remote access to the TPP network may not be conducted with a personal or public (i.e. kiosk or internet café) computer. Outlook Web Access is excluded from this provision as it does not facilitate connectivity to the company network. Outlook Web Access should generally not be used on public or kiosk type computers as they may have malware installed.

See section entitled "Mobile Devices" for provisions specific to related devices

SOFTWARE

Peer to Peer File Sharing programs such as BitTorrent clients, Kazaa, LimeWire, Napster etc. are not permitted on IT Resources. Remote Control/Remote Administration software (e.g. PC Anywhere or Microsoft Remote Desktop Connection, Pocket PC) are not permitted to manage IT Resources, with the exception of those used in an official capacity by the Information Technology department to provide support and administration activities. Users are prohibited from installing Shareware/Freeware, or any software not licensed specifically to TPP.

PHYSICAL SECURITY AND UNATTENDED EQUIPMENT/INFORMATION

Users are responsible for the physical security of IT Resources provisioned to them. Portable devices such as laptops, phones, and tablets should not be left unsecured when left for extended periods, whether within TPP facilities or offsite. Portable devices should be physically locked in a cabinet or through use of a cable when left anywhere for extended periods. Portable devices

should not be kept in the passenger compartment of cars but kept out of site and locked in the trunk.

Users staying in hotels should not depend on the security of the hotel room to protect a portable device. Devices left for extended periods should be cable locked or put into a hotel safe. When travelling by air, laptops should be identified with a luggage tag, taken as carry-on luggage whenever possible, and kept in constant contact aboard the aircraft or when in an airport.

Terminate active sessions when finished and secure the workstation or mobile device with an appropriate locking mechanism when leaving the system unattended (i.e. password protected screen saver). Maintain a clean and secure desk and/or work area to reduce the risks of information being inappropriately disclosed, used, altered or destroyed. Remove printouts and faxes from devices immediately. Dispose of documents labeled Confidential or Confidential/Proprietary in appropriate locked shred bins or shred them using a cross-cut type shredder.

SECURITY INCIDENTS

Users and management are required to report all security incidents or suspicious activity (viruses, intrusion attempts, system compromises, offensive emails, inadequate protection of sensitive data, phishing attacks) to the Service/Help Desk or the Information Security department (mpakula@townofpembrokepark.com) as soon as encountered.

DEFINITION OF TERMS

Anniversary Date – The calendar date on which any of the following occur: Completion of probationary period, Promotion or demotion to another position

Appointing Authority – The Town Commission or department heads who have the authority to appoint or remove employees under their jurisdiction.

Classification – A position or group of positions which involve a comparable level of duties and responsibilities and similar qualifications and is designated by a title indicative of the kind of work and for which the same pay range can be applied with reasonable equity.

Classification Plan – A thorough compilation of job descriptions which have been organized according to class.

Compensation – Wages, salaries, fees, allowances, and all other forms of valuable consideration or the amount of any one or more of them paid to an employee, by reason of service rendered in any position, but not including any allowances for expenses authorized and incurred as incidental to employment and which may be separately authorized and/or reimbursed.

Compensation Plan – A schedule of compensation established for each class of positions so that all positions of a given class shall be paid in the same pay range established for the class.

Data Information Assets – Any data, electronic file, record, printed material, message or communication, etc. This is to include ALL data residing in, accessed by, processed by, used, by, transmitted by or through, or generated by those information assets regardless of its medium, media, format, or storage device from its creation or inception through its disposal

Department Head – Employees of the Town designated to be head of a department.

Demotion – A change in employment status from a position of one class to a position of another class having a lower maximum pay rate than the original class.

Dismissal – Complete separation of an employee from the employment of the Town.

Employee – Any employee of the Town covered by the provisions of these rules and regulations.

(FLSA) Exempt Employment – Employees who are exempt from the overtime provisions under the definitions of the Fair Labor Standards Act (i.e. salaried employees).

Full Time Employee – An employee who has successfully completed the probationary period and who works 40 or more hours per week.

Hardware Information Assets – Any hardware, personal computer, server, workstation, network, router, switch, tape, CD, disk, mobile computing device (phones/smartphones/PDAs, tablets, jump drives/flash drives)

Information Technology (IT) Resources - Any of the following information assets, which are purchased by, owned by, leased to, contracted by, operated by, used by, or controlled by TPP regardless of media, form, or format.

Temporary Employee – Employee whose tenure is intended to be of limited duration (i.e., filling in for illness, vacations, summer months, maternity leave) and usually not to exceed six months in duration. Such employment may be either full or part time.



Job Description – A narrative statement describing the current duties, responsibilities, general requirements, and qualifications for a single position.

Layoff – Separation of a permanently appointed employee from a position in the personnel system because of the reduction on workload available, lack of funds by the Town, abolishment of the position after study, material alteration in the organization or for other related causes.

Overtime – Overtime is any hours worked in excess of the scheduled work hours.

Performance Evaluation – The periodic evaluation or appraisal of an employee's work performance.

Part-Time Employee – Any employee who works less than forty (40) hours per week.

Probationary Employee – An employee who has:

- Not completed the required probationary period; or
- Been placed into probationary status for cause.

Probationary Period – A working test period and an integral part of the evaluation, testing, and/or examination process during which the employee is required to demonstrate fitness for the position by satisfactory performance of the duties of the position and by satisfactory conduct and attendance as prior conditions to receiving permanent status. Initial probationary periods shall normally be one year for Fire Department personnel included in the collective bargaining unit and six months for all other employees. Employees placed on probation for cause may be placed into that status for durations determined by their department heads or the Town Commission.

Promotion – The upgrading of an employee from a position of one class to a position of another class which has a higher maximum pay rate.

Reclassification – The action taken to officially change an existing position to a different appropriate class because of a change in the duties, responsibilities, and/or requirements of the existing position, or because of a revision to the classification.

Resignation – The voluntary termination of employment by an employee.

Software Information Assets – Any software, program, business application, operating system, script, macro, service, voicemail system, Intranet/Extranet, etc.

Suspension – Enforced leave of absence, without pay, of an employee for disciplinary purposes or, with or without pay, as determined by the Town Commission, during the investigation of alleged misconduct of the employee.

Temporary employee – An employee employed for a period of up to 90 days, when permanent employment for the job to be performed is not anticipated.

Transfer – Change of an employee from one position to another.

Users - Users of IT Resources include company and affiliate employees, contractors, and consultants, and any other individual under TPP's control or influence, that directly accesses IT Resources.

Vacancy – A position established in a current budget as duly created and not currently occupied by an incumbent.



ACKNOWLEDGMENT AND RECEIPT

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Town of Pembroke Park, and I understand that I should consult with the Department of Human Resources, or Town Manager regarding any questions not answered in the handbook. I have entered my employment relationship with Town of Pembroke Park voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Town of Pembroke Park can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of Town of Pembroke Park has any authority to enter into any agreement for employment other than at-will.

This manual and the policies and procedures contained herein supersede all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Town of Pembroke Park. By distributing this handbook, Town of Pembroke Park expressly revokes all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Town of Pembroke Park, and the Town reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. The Town Manager can adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Town of Pembroke Park is employment at-will, which may be terminated at the will of either Town of Pembroke Park or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Town of Pembroke Park or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date

MEMORANDUM

DATE: September 24, 2020

TO: Juan Carlos Jimenez, Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023



CC: Harry Taubenfeld, Assistant Finance & Budget Director
Chris Ryan, Town Attorney
Mark Pakula, IT Administrator

FROM: Yolanda Menegazzo, HR Consultant for Town of Pembroke Park
LagomHR, Inc.
3934 SW 8th Street, Suite 202
Coral Gables, Florida 33134

SUBJECT: Human Resources Payroll Solution

LagomHR conducted a payroll analysis of the Town of Pembroke Park current payroll process in late 2019 where we identified that the payroll process consists of an entirely manual process that is incredibly inefficient.

The following is the list of inefficiencies related to the current payroll solution:

- Numerous manual steps.
- Payroll solution is not integrated with the time & attendance web-based solution.
- Payroll solution does not offer self-service solutions for requesting paid time off, onboarding, updating demographic information, and much more in comparison to a sophisticated solution.
- Payroll system is not integrated with any benefits self-service solution.
- Payroll system does not automatically submit taxes to the IRS. All taxes must be reported in by the Payroll Coordinator.
- Payroll system does not offer electronic personnel files.
- Payroll solution does not have any applicant tracking solution for recruitment efforts.

The Town currently processes payroll weekly, which consumes approximately 2 to 3 days per week of the Payroll Coordinator's time to process and submit payroll. The payroll solution is simply a database and is not a true dedicated one-stop human resources system.

As the Town of Pembroke Park has plans to increase its staff through the implementation of a Police Department, obtaining a sophisticated human resources solution is more critical than ever.

The Town's Finance Department will be undergoing an assessment of the current financial solution to determine if it is being utilized to the maximum capacity, or transition to a new finance

solution. After speaking with Mr. Taubenfeld, we are in agreement that investing in a human resources solution is the best decision at this time while the Finance Department conducts its analysis and improvement/change to the financial software. The solution that is being recommended below has the capability of integrating with most finance general ledgers. Therefore, the HR Department will do its best to integrate the 2 systems for maximum efficiency on behalf of the Finance Department.

As per the Town of Pembroke Park's Procurement process, Human Resources obtained multiple (4) proposals for a human resources solution that offers the following:

- Payroll processing
- Tax Filings
- Time & Attendance
- Paid Time Off Requests & Tracking
- Electronic Personnel Files
- Performance Evaluations
- Talent Acquisition
- Onboarding

See below proposals.

ADP (TOP CHOICE RECOMMENDED TO ENTER INTO AN AGREEMENT WITH ADP)

Full HR solutions & complete modules listed above.

Proposal based on 35 employees.

Annual cost: \$6,393.70 during promotional period (\$7,539.20 annual after promotional period)

Implementation Costs: Waived \$0.00

BambooHR (NOT RECOMMENDED)

Includes everything except Payroll Processing & Tax Filings. Only a Human Resources System, not a Payroll & Human Resources system.

Proposed based on 35 employees.

Annual cost: \$5,439.00.

Implementation Costs: \$1,809.04

ISolved (NOTE RECOMMENDED)

Full HR solutions & complete modules listed above.

Proposal based on 35 employees.

Annual cost: \$15,974.00

Implementation Costs: \$1,575.00

Paylocity (NOTE RECOMMENDED)

Full HR solutions & complete modules listed above.

Proposal based on 35 employees.

Annual cost: \$8,658.00

Implementation Costs: Waived - \$0.00

Human Resources would like to recommend moving forward with ADP. The IT Administrator has already reviewed the confidentiality and technical specifications of ADP. ADP meets all of the security expectations of the IT Administrator to safeguard the Town employees' confidential information.

LagomHR would provide training to the Payroll Coordinator, Supervisors/Managers, and Staff upon completion of the system implementation simultaneous to the roll out of the new system.

It is also important to note that proposals listed above as well as the recommendation of Human Resources is to move the payroll processing frequency to bi-weekly. Bi-weekly will allow for a less expensive solution as well as a higher level of efficiency and time management of the Payroll Coordinator.

Thank you.

Financial
Review

Investment Summary

Quote Number
01-2020-143581.2



Company Information

Town Of Pembroke Park
3150 Sw 52nd Ave
Hollywood, FL 33023-5413
United States

Executive Contact

Yolanda Menegazzo
CEO
yolanda@lagomhr.net
(786) 518-3250



35
Total
Employees



\$0.00
Implementation
Costs



\$7,539.20
Total Annual
Investment



(\$1,145.50)
Total Annual Savings during
promotional period; See Terms

Expiration

4/24/2020

ADP Sales Associate

Kevin Clark
District Manager
kevin.clark@adp.com
4122748713

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]

Sales Order

Quote Number
01-2020-143581.2

Company Information

Town Of Pembroke Park
3150 Sw 52nd Ave
Hollywood, FL 33023-5413
United States

Executive Contact

Yolanda Menegazzo
CEO
yolanda@lagomhr.net
(786) 518-3250

Processing Fees and Considerations

Number of Employees: 35 on Town Of Pembroke Park



Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	35	-	\$65.00	\$5.05	\$241.75	\$6,285.50
• Enhanced Payroll						
• Enhanced HR						
• Essential Time						
Employment and Income Verification						
• Employment Verification						



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Talent Management and Activation	35	-	-	\$2.55	\$89.25	\$1,071.00
• Performance and Goal Management						
• Recruitment and Talent Acquisition						
Additional Jurisdiction (if applicable)	2+			\$8.95/month		
International Employees Rate (if applicable)				\$3.00/month		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	35	-	-	\$5.22	\$182.70



Total Annual Investment

Total Annual

Workforce Now Services

\$7,539.20

Other Considerations

Setup



Total Other Considerations

Total Setup

Implementation and Setup
Implementation Discount Value

\$9,500.00
(\$9,500.00)

Estimated Total Net Implementation

\$0.00

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]

Financial
Review

Sales Order

Quote Number
01-2020-143581.2



Company Information

Town Of Pembroke Park
3150 Sw 52nd Ave
Hollywood, FL 33023-5413
United States

Executive Contact

Yolanda Menegazzo
CEO
yolanda@lagomhr.net
(786) 518-3250

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

Promotion

Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.
Expiration Date: 4/24/2020

Summary

Estimated Annual Net Investment:	\$7,539.20	Total Net Implementation:	\$0.00
Estimated Annual Net Investment during promotional period:	\$6,393.70		

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]

Company Information

Town Of Pembroke Park
3150 Sw 52nd Ave
Hollywood, FL 33023-5413
United States

Executive Contact

Yolanda Menegazzo
CEO
yolanda@lagomhr.net
(786) 518-3250

Workforce Now Included Services

Enhanced Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- General Ledger Solution
- One Delivery Location

- Employee and Manager Self Service
- Paid Time Off Accruals
- ADP Portal with Customized Content
- Access to Mobile Apps
- Employee Discount Program
- Group Term Life Auto Calculation
- Online Reports and Pay Statements

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Auditing Functionality

- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows

- Rule Based Calculations
- Scheduling
- Mobile Access

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

- Client access to Electronic Reports and Tools
- Immigration Verifications

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review

- Employee Goal Management
- Manager Dashboard

Recruitment and Talent Acquisition

- Requisition Process & Reporting

- Metrics behind Cost & Time to Hire

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Financial
Review

Sales Order

Quote Number
01-2020-143581.2



Company Information

Town Of Pembroke Park
3150 Sw 52nd Ave
Hollywood, FL 33023-5413
United States

Executive Contact

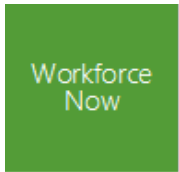
Yolanda Menegazzo
CEO
yolanda@lagomhr.net
(786) 518-3250

Workforce Now Included Services

- Post Directly to Job Boards & Social Sites Media
- Mobile Experience for Candidates

Thank you for your consideration

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]



ADP Workforce Now
Master Services Agreement



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Town Of Pembroke Park
3150 Sw 52nd Ave

(Effective Date)

Hollywood, FL 33023-5413, United States

Attention
Yolanda Menegazzo

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this ADP Workforce Now Master Services Agreement.

ANNEX A:	GENERAL TERMS AND CONDITIONS
ANNEX B:	PAYROLL, EMPLOYMENT TAX, WAGE PAYMENT AND EMPLOYMENT VERIFICATION SERVICES
ANNEX C:	TIME AND ATTENDANCE SERVICES
ANNEX D:	HR, BENEFITS AND TALENT MANAGEMENT SERVICES

THIS IS A PROPOSAL ONLY.

Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, LLC ADP and the ADP Logo are registered trademarks of ADP, LLC [ADP Check is a trademark of ADP, LLC and is a registered service mark of ADP, LLC]



1 Definitions.

- 1.1 "ADP" has the meaning set forth on the cover page.
- 1.2 "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.4 "Agreement" means this ADP Workforce Now - Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each amendment, if any.
- 1.5 "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control of a party. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.6 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- 1.7 "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.8 "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.9 "Client" has the meaning set forth on the cover page.
- 1.10 "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- 1.11 "Client Group" means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.12 "Client Infringement Event" means (i) any change, or enhancement, or use of, the Services made by Client or a third party on behalf of Client other than at the direction of, or as approved by, ADP, or (ii) Client's failure to use the most current release or version of such computer software programs included in the ADP Application Programs, or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client)..
- 1.13 "Confidential Information" means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- 1.14 "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.15 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- 1.16 "Gross Negligence" has the meaning set forth in Section 7.3.1.
- 1.17 "Improvements" has the meaning set forth in Section 5.4
- 1.18 "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- 1.19 "Indemnities" has the meaning set forth in Section 6.3
- 1.20 "Indemnitor" has the meaning set forth in Section 6.3.
- 1.21 "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.22 "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.23 "NACHA" means the National Automated Clearing House Association.
- 1.24 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.25 "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.26 "Personal Information" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.27 "Price Agreement" means a supplemental agreement between the parties that addresses future price increase rates on certain Services over a specific period of time.
- 1.28 "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.29 "Services" means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- 1.30 "SOC 1" means any routine Service Organization Control 1 reports.
- 1.31 "Termination Event" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise



obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.

- 1.32 **"User"** means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.

2 Provision and Use of Services

- 2.1 **Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 **Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services. In the event a Client migrates from any other ADP service or platform, Client consents to ADP transferring Client data from such platform to ADP Workforce Now.
- 2.3 **Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the United States only and ADP makes no representation or warranty that access and use of the Services from outside the United States by Client employee managers and/or other Users who are not physically located in the United States comport with any local laws, regulations, or directives in any other country. Should Client or any of its employees or Users seek to access and use the Services outside of the United States, Client, and not ADP, shall be solely responsible for compliance with all laws and governmental regulations required under any applicable employment, labor and taxing laws and regulations and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the United States..
- 2.4 **Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 **Records.** Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- 3.1. **Applicable Laws.** Each party will comply with applicable laws and regulations that affect its business generally, including any rule and regulations applicable to ADP regarding export controls and trade with prohibited parties.
- 3.2. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4. **Data Protection Laws.** Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- 4.1 **General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor



such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

4.2 Return or Destruction. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

4.3 Transfer. The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 INTELLECTUAL PROPERTY

5.1 Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2 ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3 Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4 Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs

6 Indemnities

6.1 ADP Indemnity. Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.

6.2 Client Indemnity. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

6.3 Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no



obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "**Ordinary Cap**"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap.** The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
- 7.3.1** Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - 7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - 7.3.3** Client's obligations to pay the fees for Services;
 - 7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5** Client's funding obligations in connection with the Payment Services;
 - 7.3.6** ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7** In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this subsection 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8** Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 WARRANTIES AND DISCLAIMER

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.



9 SECURITY AND CONTROLS

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Application Programs utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 DATA SECURITY INCIDENT

- 10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "Incident"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations.** In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 PAYMENT TERMS

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services as set forth in the Sales Order. Unless there is a Price Agreement in effect, the fees set forth in the Sales Order will remain fixed during the first six (6) months following the Effective Date and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the go-live date for such Services. However, if this Agreement or any Service are terminated after implementation services have started but before the go-live date, the greater of the following amounts shall be immediately due and payable by Client: (i) implementation fees for implementation services performed up to the date of termination; or (ii) thirty percent (30%) of the total Implementation Fees set out in the Sales Order.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP



Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Subject to the terms of any Price Agreement, either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in any Annex herein). In the event Client does not provide ADP with the proper notice as set forth in the previous sentence, Client shall pay ADP for any fees for Services that would have been incurred by Client during such notice period (calculated based on an average of the prior six months of invoices for such terminated Services, or shorter period of time if there has been less than six months of invoices).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the 31st day following suspension.
- 12.4 Post Termination.** At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

13 Reserved.

14 Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply.

- 14.1 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:
- 14.1.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.
- 14.2 ADP Marketplace.** ADP Marketplace enables Client to build applications and/or purchase available applications via an online store and provides access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):
- 14.2.1 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any



consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

- 14.2.2 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.



- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.14 Communications Regarding Offers.** In connection with the Services, with the exception of employees and/or participants outside of the United States, ADP may from time to time identify products and/or services that will benefit Client's employees and/or participants (collectively, "Offers"). In order to extend such Offers to Client's employees and/or participants, Client agrees that ADP may use Client's employee and participant contact information, including email addresses for such purpose. Upon thirty (30) days' prior written notice, Client may elect for ADP to cease sending future Offers to its employees and/or participants. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional Offers from ADP.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 15 Waterview Boulevard, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the cover page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

ADP Workforce Now | Annex B

Payroll, Employment Tax, Wage Payment and Employment Verification



- 1 Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions and also including the following:
 - 1.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
 - 1.2 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and Payroll Card Services and Wisely Now Services (if Client purchases Payroll Card Services and/or Wisely Now Services, the additional terms set forth in Annex J shall apply to such services).
 - 1.3 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
 - 1.4 Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.
- 2 ADP Wage Payment Services.** The following additional terms and conditions apply to the ADP Wage Payment Services:
 - 2.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - 2.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 2.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 2.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
 - 2.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 2.6 ADPCheck Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early check cashing fee against Client. With respect to ADPChecks drawn on an ADP bank account, to request a stop payment, Client shall provide ADP with a written stop payment order request in the form provided by ADP and ADP shall place a stop payment order in accordance with its standard operating procedures. Client is also responsible for any damages related to any theft of misappropriation of any ADPCheck, including by Client, its employees or payees.
 - 2.7 Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 3 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 3.1 Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details
 - 3.2 State Unemployment Insurance Management.** Subject to Section 15.7 of Annex A, Client's compliance with its obligations in Sections 3.2.1 and 3.2.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.



- 3.2.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
- 3.2.2 Transfer of Data.** Client may transfer the information described in Section 3.2.1 to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 3.2.3** Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.
- 4 Employment Verification Services.** To the extent Client has not opted out of receipt of Employment Verification Services, the terms in this section will govern Client's use of the Employment Verification Services and Employee Authorized Disclosure:
- 4.1 Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
- 4.1.1 "FCRA"** Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- 4.1.2 "Verification Agent"** has the meaning set forth in Section 4.2.1.1
- 4.1.3 "Verification Data"** has the meaning set forth in Section 4.2.1.1.
- 4.1.4 "Verifiers"** has the meaning set forth in Section 4.2.1.1.
- 4.2 Additional Terms.** To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
- 4.2.1 Verification Services and Authorization as Agent.**
- 4.2.1.1** ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
- 4.2.1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 4.2.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers").** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.
- 4.2.1.4 Archival Copies.** Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 4.2.1.5 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

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Payroll, Employment Tax, Wage Payment and Employment Verification



4.2.1.6 Employee Authorized Disclosure. ADP may disclose or use Personal Information of Client's employee where such employee requests and consents to the disclosure for the employee's personal benefit (e.g., to verify an employee's identity in connection with a bank account application).



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (“**ADP Time & Attendance Services**”). For the hosted the ADP Workforce Now Enhanced Time product only, additional license terms are available at www.adp.com/tlmcenseterms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **Time & Attendance Hardware.** If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the “Time & Attendance Hardware”) as described in the Sales Order, the following terms will apply:
 - 2.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer’s product documentation and other written instructions provided to Client by ADP.
 - 2.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP’s prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP’s instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP’s then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client’s request will be subject to ADP’s then current charges for such services.) No Time & Attendance Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.
 - 2.4 **Maintenance Services.** ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP’s or its designee’s option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client’s Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
 - 2.5 **Biometrics.**
 - 2.5.1 **Definitions.**
 - 2.5.1.1 “**Biometric Data**” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 2.5.1.2 “**Biometric Identifier**” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 2.5.1.3 “**Biometric Information**” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.
 - 2.5.1.4 “**Biometric Services**” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - “**Biometric User**” means Client’s employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 2.5.2 **Additional Terms.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client’s use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services.
 - 2.5.2.1 **Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):



- 2.5.2.2 Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
- 2.5.2.2.1** a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
 - 2.5.2.2.2** a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and any additional requirements as required by applicable law.
- 2.5.2.3 Biometric User Notice and Consent.** Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
- 2.5.2.3.1** notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 2.5.2.3.2** obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
- 2.5.2.4 Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
- 2.5.2.5 Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 2.5.3 Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 2.5.4 Additional Termination Provisions for Biometric Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.



- 1 **ADP HCM Services.** Only those Services that have been purchased by Client (as listed on a Sales Order) will be applicable.
 - 1.1 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.2 **Benefit Services.** Benefit-related services made up of the following:
 - 1.2.1. **Health and Benefits Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.3 **Business Intelligence (which shall include Enhanced Insights and Analytics as listed on the Sale Order).** Provide tools to analyze and understand data.
 - 1.3.1. **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.4 **Global Data Storage.** Ability to house global employee HR data (personal, employment, and job data) within HR system of record.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions (which shall include Talent Management and Activation as listed on the Sales Order) made up of the following:
 - 1.6.1. **ADP Recruitment Management Services (which shall include Recruitment and Talent Acquisition as listed on the Sales Order).** Talent recruitment management technology, including talent acquisition and on-boarding for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - 1.7.1 **Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **Compensation Management.** Solutions and tools to administer the compensation planning process.
- 2 **ADP Recruitment Management Services.** The following additional terms and conditions apply to the ADP Recruitment Management Services (applies only if Client has purchased ADP Recruitment Management Services):
 - 2.1 **Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruitment Management Services Application Programs.
 - 2.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 3 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (applies only if Client has purchased Benefits Services):
 - 3.1 **Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - 3.1.1 ADP and Client's carrier or other third parties authorized by Client will electronically exchange data, including plan design, plan provisions and eligibility rules transmitted by ADP to carrier on Client's behalf and Client authorizes ADP and such carriers and third parties to exchange such information. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
 - 3.1.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
4. **Human Resource Administration Services and Talent Management Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - 4.1. **Residents Outside the United States.** To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human Resources Administration Services and/or the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements; and (v) it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.



5. **Essential ACA Services.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA") to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefits Services.
 - 5.1. **Essential ACA** a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.
 - 5.2. **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the "Client ACA Liaison"), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 5.3. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 5.4. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide Essential ACA. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
6. **Onboarding Services (including ADP Workforce Now EI-9 Services).** The following additional terms and conditions apply to the ADP Workforce Now EI-9 Services ("WFN EI-9 Services") that are part of ADP Workforce Now Onboarding Services.
 - 6.1. **Use of Services.** In order to receive the WFN EI-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:
 - 6.1.1. Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the "DHS"), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "I-9 Handbook"), each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
 - 6.1.2. Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 6.1.3. ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
 - 6.1.3.1. Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 6.1.3.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 6.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 6.1.3.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of Section 6.1.2.
 - 6.1.3.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 6.1.3.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
 - 6.2. **Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable



methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.



PROPOSAL

PREPARED EXCLUSIVELY FOR:

Town of Pembroke Park

PREPARED BY:

Lazaro Elias



DELIVER A BETTER WORK LIFE & TRANSFORM YOUR COMPANY!

iSolved provides you with a unified solution for all your human capital management needs. All the HCM you need, now with Mojo.

Build connections, unleash innovation, and transform your organization – it's easy with iSolved with Mojo. Energize your culture and improve how your teams work together. It also delivers the power of one solution for your mission critical functions of payroll, HR, time and benefits. Extend the solution as your business grows or changes, ensuring the perfect fit for years to come. Add features to attract and retain talent, improve learning and development, maintain compliance, and manage benefits administration.

Our cloud-based, single solution means iSolved is ready when you are. iSolved is a flexible and intuitive solution that helps you make smart business decisions, faster while energizing your company culture.

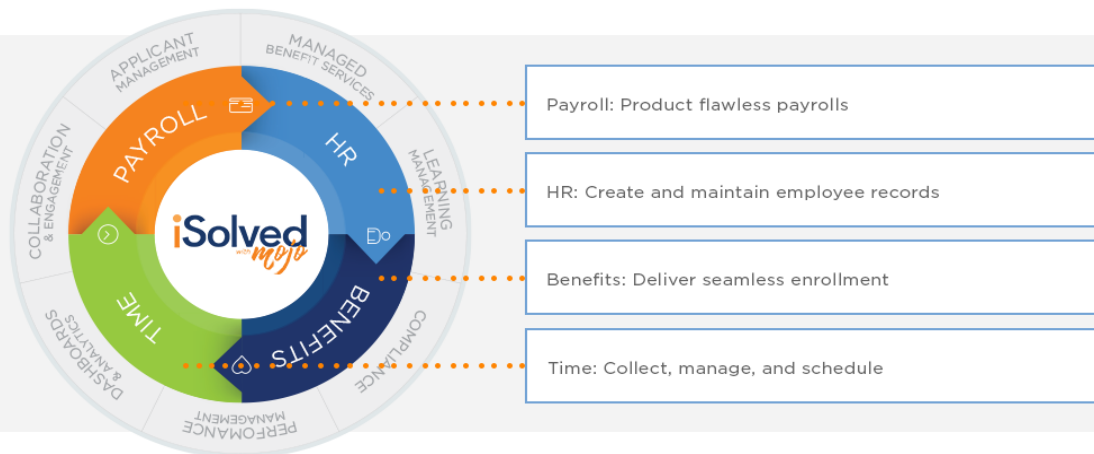
iSolved offers an extraordinarily different experience:

- **Access your data anywhere.** Being in the cloud gives you total control of data and maximum accessibility – anytime, anywhere.
- **Get your employee mojo going.** Build connections. Unleash innovation. Stay connected.
- **Enables complete reporting.** With iSolved's reports, you can easily determine employee types, hours worked, full-time status and more to confirm compliance.

"I unconditionally recommend iSolved HCM to all my businesses looking for a 'user-friendly' company."

-Sheryl Mowry, Leader Logistics Group

iSolved provides all the HCM you need, now with Mojo. Handle your crucial tasks: Payroll, HR, Time, and Benefits Enrollment. And that's just the start. iSolved with Mojo delivers a better work life by helping employees stay connected, collaborate, and share ideas, while boosting productivity and helping you reward innovation and success. It's easy to customize your iSolved platform with the features your organization needs to succeed.



iSolved with Mojo

iSolved with Mojo delivers the tools your organization needs for better collaboration, a stronger company culture, and improved operational efficiency. Features include:

- A personalized, customizable home page that keeps the information most important to you, right where you need it
- A lively feed wall where you can talk, collaborate, and keep up with your colleagues
- Knowledge-sharing tools to share your genius with others and spread the mojo
- Crowdsourcing, idea-sharing, and up and down votes to keep the innovation flowing
- A way to raise your virtual hand and ask for insight from your team
- Praise for team members that have their mojo going
- Pulse surveys to find out what a person, group, or function is thinking
- Leaderboards and rewards to rack up points for collaborating, sharing, and helping
- Interactive org charts for navigating and understanding the company structure

iSolved with Mojo Perform

iSolved with Mojo Perform takes your company's mojo to the next level with additional features that keep everyone connected and working toward a common goal.

- Set and view company and group **goals**, create workstreams and attach them to the goals, and cascade goals throughout the organization to track progress from all team members
- Receive feedback from coworkers, people inside and outside your organization, and above or below in reporting with **360 reviews**
- Use the **nine box** to quickly identify your star employees and let managers and executives know who has the most mojo, who is showing their mojo, and who is lacking mojo
- Help employees boost their mojo with integrated **performance reviews**, with options to monitor and report on performance in cycles that are flexible and customizable to each individual. Connect goals to recognize results and flow achievements and certifications from the Mojo module into performance reviews. Pre-loaded review templates ensure that managers don't have to start from scratch

Payroll



Payroll is a core component of the mission-critical functionality within iSolved. The intuitive technology ensures your payroll is processed efficiently and accurately. iSolved's full payroll preview puts you in control and allows you to catch errors before you process. Plus, iSolved offers a multi-layered security strategy to ensure that system access is limited to the right people. It's easy for you and your employees to use.

It also includes the iSolved GO mobile app, giving employees and managers access to the information they need, when they need it. View pay stubs and accrual balances, clock in and out, and request time off, all from the app.

- Real-time payroll preview
- Anywhere, anytime access
- Garnishment management
- Standard payroll reports
- Year-end administration services including W-2/1099 processing
- Automated tax filing
- Employee and manager self-service
- No-fee direct deposit

- Complete payroll-related tax service
- Check, direct deposit or pay card payment options
- Employee and Manager self-service

Human Resources



You can input, store and report all types of employee data with iSolved. Whether you want to set up alerts, pull compliance reports, view an employee's accrual balances, or track certifications, iSolved is the answer for all your HR needs.

Easily track mandated training or review the ROI associated with training. Have the information you need to make promotion decisions or disciplinary moves. In addition, with iSolved, you can track awards and company assets such as company vehicles, keys, and even laptops.

- New hire reporting
- PTO/vacation accrual management
- Job and salary management
- Certifications management
- Job history

Benefits Enrollment



Offering an online employee benefits enrollment will not only save you time, but will also result in improved employee engagement. Employees receive consistent communication and can navigate enrollment with ease, comparing options and making educated choices.

- Streamlined open enrollment
- Real-time integration
- Carrier-specific reports
- Automated process
- Improved employee satisfaction with benefit-cost analysis and life-event wizard

Time and Attendance



Accurately track, manage, and process time and attendance for your entire workforce, even if you have remote employees, multiple locations or mobile employees. With iSolved Time, you can choose the data collection that works best for your business – online, with a time clock or with the iSolved GO mobile app. iSolved Time also has a built-in feature to track and manage comp time, which can reduce the costly burden of overtime pay by offering paid time off for overtime hours worked.

- Time clock options, including NXG clocks with optional biometric scanner
- Rules-driven pay policies
- Shift differentials
- Self-service punching
- Labor allocations
- Crossing midnight boundaries
- Comp time management
- Overtime and premiums
- Flexible time-rounding rules
- Meal and break tracking
- Error alerts
- Geofencing (set location boundaries for clocking in/out)



**Extend the solution based on
your organization's needs!**

Compliance Solutions

Our compliance solutions help you remain compliant with the ever-changing tangle of regulations and legal requirements. It includes:

- **ACA Pro:** Our most complete ACA solution available to iSolved customers. iSolved ACA Pro provides additional functionality that automates employees' benefits eligibility as dictated by the ACA, alleviating the confusion and stress of tracking employees through measurement periods and subsequent management of the benefits enrollment and dis-enrollment process.
- **ACA Print & File:** File the annual ACA forms with the IRS and generate forms for distribution to employees.

iSolved Hire

Expand and improve your hiring processes while connecting your new employees in an engaging and positive way. iSolved Hire is a robust recruiting, hiring, and onboarding module available in the iSolved platform. It simplifies the task of bringing on new hires from start to finish by using tools to create job listings and descriptions, pushing postings to multiple job boards at once, tracking candidates, and bringing new hires onboard.



Features and benefits:

- Post to hundreds of job boards with a single click
- Organize your hiring process
- Attract better candidates
- Reduce time to hire
- Improve the applicant experience
- Provide collaboration across hiring teams
- Decrease cost per hire

iSolved Hire makes it easy to get your newly hired employees successfully on board. Eliminate paperwork and redundancy from the employee onboarding process. Onboarding functionality within iSolved Hire streamlines the entire employee process using a simple online interface.

- Provide a great user experience for your new employees
- Seamlessly manage all documentation, including I-9 forms
- Increase data consistency
- Avoid bottlenecks and increase efficiency

Data & Audit

The skilled iSolved implementation team will ensure that your historical payroll data is properly transitioned. Our teams fully balance your in-quarter data, keeping you on track with tax filings and reporting obligations. If your needs include a longer historical data load, don't worry, we've got you covered. With the Data & Audit services, the iSolved team will load and balance historical data beyond our standard implementation process, along with detailed error-resolution services.



Data Integration

Integrating with third-party vendors for General Ledger, 401k and benefits carriers can be an enormous time-saver for human resources and payroll departments. You will eliminate the time-consuming and tedious task of benefits communications, all while going paperless. Your enrollments, dis-enrollments and change requests are processed promptly and accurately, and communicated by a variety of vendor communication options to carriers when using an integrated connection. Our Integration bundle provides customers the ability to integrate with up to three connections of your choice.

iSolved Learn Pro

The moment you become an iSolved customer you have access to a comprehensive learning management system (LMS): the iSolved University. This LMS comes complete with dozens of payroll, HR, and benefits courses delivered in right-size chunks that allow your learners an on-demand, contextually relevant experience.

The Learning Management bundle provides access to iSolved Learn, a complete e-learning solution that unifies with your payroll and HR platform. Upload your own content or third-party course content in a compatible SCORM format in an easy-to-use admin interface. Deliver customized learning paths across your entire organization. Improve job performance by educating with learning that is tailored to your business while keeping your employees engaged with customized badges, gamification, certifications and more.

iSolved Learn Pro is also available, which includes access to 150+ pre-built courses covering pertinent topics for all industries. Some of the courses meet state compliance requirements regarding anti-harrassment training and other key topics, ensuring your business always remains compliant with the latest regulations.



Premium Reporting

With iSolved, you'll get over 100 standard reports that help you track key metrics for your organization. Reports such as Payroll Summary, Employee Census, and OSHA incidents give HR administrators the data you need to make key decisions in real-time.

However, some organizations need a more advanced analytical tool set where you can create custom reports easily, and with only a click of the mouse. The iSolved Premium Reporting add-on puts the power of Report Writer in your hands.

Report Writer doesn't require scripting or writing SQL statements. You can build formulas without crafting complex mathematical statements. Simply choose and click to create a formula in under a minute with confidence.

"Our college has used iSolved for several years. They are efficient and always willing to assist. They have been very responsive to any questions or problems that we have had. I would highly recommend them as a great source of information and for providing excellent service."

- Donna R. Laroski, Human Resource Specialist

iSolved Fees

RECURRING FEES

Item	Qty	Description	Monthly Amount	Annual Amount
Mission Critical Solutions				
Payroll & HR	35	Full service payroll plus employee/manager self-service, base performance management, workflows		
Benefits	35	Electronic eligibility and enrollment		
Time	35	Time off requests, geo-fencing punch management		
Total Mission Critical Solutions			\$750	\$9,000
People Centric Solutions				
Onboarding	35	Electronic employee onboarding		
iSolved Hire	35	Applicant tracking		
Total People Centric Solutions			\$179	\$2,150
Add on Services				
	2	NXG G2+EFN - Ethernet Biometric		
Total Add on Services			\$252	\$3,024
Subtotal Recurring				\$14,174
Total Recurring			\$1,181	\$14,174

YEAR END SERVICES

Item	Qty	Description	Annual Amount
W2s	35		
Subtotal Year End Services			\$225

Total Year End Services	\$225
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ONE TIME FEES

Item	Qty	Description	Amount
Platform Configuration/Set Up			\$1,575
Subtotal One Time Fees			\$1,575
Total One Time Fees			\$1,575

Hardware

Item	Qty	Description	Amount
Subtotal Hardware			\$0
Discount	0%		\$0
Total Hardware			\$0

TOTAL CONTRACT PRICE

Recurring Fees (Annual)	\$14,174
Year End Fees (Annual)	\$225
One Time Fees	\$1,575
Annualized Price	\$15,974

Prepared Exclusively for:
Town of Pembroke Park

Gabe Duran



Paylocity Quote for Service

April 27, 2020
This quote valid for 30 days

Company Information	
Number of Employees	35
Number of Annual Payroll Processings	26
Number of State / Local Tax Reports	1

One-Time Fees	Qty	Cost Per	Ext. Cost
Full Bundle Pricing - Implementation			
Total			

Monthly Fees	Qty	Cost Per	Ext. Cost
Full Bundle Pricing	35	\$ 15.50	Base \$ 179.00 \$ 721.50
Bi-Weekly Payroll Processing			
General Ledger Service			
Signed and Sealed Checks			
Direct Deposit			
New Hire Reporting			
Unlimited Product Training			
Report Writer (Ad Hoc Reporting)			
Comprehensive Report Library			
Analytics			
Payroll Proration/Retro-pay			
Employee Action Forms			
Time Off Accruals			
Online Quarterly Reports and W2 Access			
Tax Filing - Bi-Weekly	1		
HR Bundle	35		
Full HRIS - Reporting, PTO Mgmt., Mobile, Notifications, Unlimited Doc Storage, etc.			
Self Service Portal			
Peer-to-Peer Recognition			
Community			
Mobile Access			
Performance			
Onboarding			
Recruiting			
Surveys - 6 Months Free			
LMS - 6 Months Free			
Compliance	35		
Total Per Month			\$ 721.50

Corporate Offices: 1400 American Lane. Schaumburg, IL 60173
ph: 866-304-3800 fax: 847-463-3210 www.paylocity.com

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Year-End Fees	Qty	Cost Per			Ext. Cost
Year-End W2/1099	35	\$	6.50	Base \$ 45.00	\$ 272.50
SSN Validation	35	\$	0.50	Base \$ 25.00	\$ 42.50
Quarterly Tax Return - Internet Delivery					Included
Total					\$ 315.00

Total Cost Summary*				
Year-End Fees	Total Year-End			\$ 315.00
Total Yearly Fees (Annualized)	Total Per Year			\$ 8,658.00

*Annualized Fees do not include Payroll Delivery Charges

*Monthly fees based on # of Active Employees

**Plus sales tax if applicable

•Client must start processing payroll by 6/30/2020
THE PAYLOCITY SERVICES COVERED BY THIS AGREEMENT
ARE PROVIDED IN ACCORDANCE WITH THE TERMS
AND CONDITIONS OF THIS AGREEMENT

Paylocity Associate	Date
	4/27/2020
Gabe Duran	

•Provided CLIENT is in compliance with the terms of the Agreement, the CLIENT will not be charged for 2nd, 3rd and 4th month of the first year of services following first month of payroll processing. The free months do not include year-end related fees and/or any other ad-hoc fees.

Client Authorization
Client Name (Print)
Town of Pembroke Park



FROM
Zach Janiec
BambooHR
zjaniec@bamboohr.com
www.bamboohr.com

PREPARED FOR
Yolanda Menegazzo
Town of Pembroke Park
yolanda@lagomhr.net

DATE
May 26, 2020

EXPIRES
July 31, 2020

Products

Product	Quantity	Months	List Price	Total Price(USD)
Advantage	35	1	\$ 8.25	\$ 288.75
Performance Management (Optional Add-on)	35	1	\$ 5.25	\$ 183.75
Total List				\$ 472.50
LESS: Advantage Volume Discount (4.2 %)				\$ (12.25)
LESS: Performance Management Volume Discount (3.8 %)				\$ (7.00)
Net Software Monthly Total				\$ 453.25

Services

Service	Quantity	Total Price(USD)
HRIS Implementation	1	\$ 1,809.04
Total List		\$ 1,809.04
Net Services		\$ 1,809.04

*Applicable sales tax may be added

Pricing is Per Employee Per Month (PEPM)

Month-to-month | No long-term contracts

Effective Quoted PEPM: \$12.95

Due at Activation

HRIS Software Monthly Total	\$ 453.25
Services (One-Time)	\$ 1,809.04
Total Due at Activation*	\$ 2,262.29

Total Cost Per Month After Activation

\$ 453.25

Advantage

BambooHR Advantage includes:

- HR Management (Mobile App, Employee Records, 10 GB of Doc Storage + 250 MB per active employee, Employee Directory, Org Chart, Company Calendar, Training Tracking, Audit Trail)
- Onboarding (Onboarding and Offboarding Tasks, Employee Self-onboarding, eSignatures)
- Hiring (Applicant Tracking System for 25 concurrent job openings, Offer Letters, Hiring Mobile App)
- Compensation Tracking (Time-off Mgmt, Benefits Tracking, Compensation History)
- Employee Satisfaction with eNPS
- Advanced Reporting & Components (Custom Reporting, Custom Access Levels, Tailored Workflows & Approvals, Personalized Email Alerts, Custom Tabs & Fields, Company Branding)
- Integrations (Google & SAML Single Sign-on, API Access, BambooHR Marketplace)
- Support (Email/Phone support Mon-Fri, 6:00 AM - 6:00 PM MT; Webinar Library)

Add-ons: BambooHR Time Tracking and Performance Management may be purchased as add-on products.

Performance Management (Optional Add-on)

Employee Goal Tracking, Self & Manager Assessment, Peer Feedback, Assessment Progress Report, Automated Email Alerts, Employee Performance Report

Advantage Implementation Includes:

A dedicated Implementation Specialist for 4-6 weeks; five (5) training phone calls; importing general demographic data; importing training data; importing benefit data; importing and initial setup of Vacation/Holiday balances/policies; importing job data such as salary, division, department; importing data for other custom fields, tabs, and tables; enabling employee self-service to gather emergency contacts, dependents, and other data. It also includes the current custom fields, tables, and tabs available in BambooHR; BambooHR will not do custom programming efforts or any development work with the BambooHR API. Utilization of the BambooHR API is completed by the customer with technical support available via email.

During implementation, your Project Manager will work with one main point of contact; all data must be imported within the duration of the package as outlined in your success plan. Extra time, if needed, is billed by the hour. Data for import must be in Excel or CSV files. The service does not include uploading of files or photos, manual data entry (hand entering) from paper files or PDF documents, setting up the onboarding/offboarding checklists, posting jobs or importing resumes, importing time off data prior to the current calendar year, or importing benefit data in excess of 1 year and does not include the importing of past employees. Implementation duration is 4-6 weeks following the date of sign up with BambooHR. Work not completed during this time frame is subject to additional implementation fees.

Things you need to know in connection with this price quote:

1. Prices quoted above are based on your agreement to subscribe to the above noted services, and represents the number of active employees that you have indicated will be added to BambooHR when fully implemented. Should your number of users change, or you subscribe to additional services, your prices may increase or decrease.
2. Payment for all services, including implementation, becomes due when you become a subscriber of BambooHR services. Your first payment will be due immediately upon your acceptance of this price quote and your subscription will renew in the future for the same term selected upon initial payment.
3. Please note that by agreeing to use our services, you agree to BambooHR's Terms of Service, which are found at: <https://www.bamboohr.com/terms.php>.
4. See <https://www.bamboohr.com/packaging> for product details
5. Please contact your BambooHR sales representative with any questions or changes, or you may contact customer support at 801-724-6600.

AGENDA ITEM REPORT



To: Commission
Subject: Business Tax Reciept - Write Off Policy Needed
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Finance
Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

The Town received a written finding from it auditors and a policy is needed from the Commission as to how to handle these inactive accounts

POLICY IMPLICATIONS:

A written policy by the Commission will allow Staff to adjust the uncollectable receivables remove the finding from the annual audit report.

RECOMMENDATION:

Staff is requesting that the Town Commission adopt a policy for inactive Business Tax Receipt accounts



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

MEMORANDUM

TO: Town Commission and Interim Finance Director

FROM: Michelle Grooms, Billing Administrator *mg*

DATE: August 13, 2020

RE: Inactive Customers as of July 31, 2020

The attached listing includes customer accounts that are no longer active in the Town of Pembroke Park, based on information provided to the Business Tax/Billing Division. Before these account were identified as inactive a five step process of notification/collection was performed while the account was current and most recently a final collection letter was sent to companies that were still in existing but not in the Town. The billable fees on these accounts include alarm registrations, certificates of use, signs, business tax receipts, penalties /late charges (and interest), inspections and false alarms. Most of these fees are billed on a renewable basis, except for inspections (building, fire inspections and annual fire inspections) and false alarms. Inspection and/or false alarm fees are billed after services occur. The Town does not have a current policy or procedure to handle outstanding collectables on inactive accounts.

Inactive Customers with Non Zero Balance As of July 31, 2020 **Break-Down by Fee Categories**

Type of Fee	Amount
Alarm Registration	\$290.17
Certificate Of Use	\$2,808.75
Sign Fee	\$105.00
Business Tax Receipt	\$7,152.56
Penalty Fee / Late Charges	\$19,180.00
Sub-Total	\$29,536.48
-Serviceable Fees-	
Annual Fire Department Inspection	\$23,910.00
Building Dept. Inspection Fee - Business Tax	\$125.00
Building Reinspection Fee	\$1,054.00
Fire Dpt Inspection Fee - Business Tax	\$4,270.00
Fire Reinspection Fee	\$860.00
False Alarm Fees	\$2,125.00
Sub-Total	\$32,344.00
GRAND TOTAL	\$61,880.48

Town of Pembroke Park
Inactive Accounts as of 7/31/2020

Line #	Account #	App ID	Amount Due
1	000905*N	78844	\$546.21
2	004889C*N	83921	\$160.00
3	004909*N	77582	\$245.00
4	004910*N	80763	\$200.00
5	005040A*N	79117	\$844.77
6	005043*N	78877	\$575.96
7	005700*N	78158	\$12.50
8	007701*N	89576	\$50.00
9	007850*N	78683	\$102.35
10	007853*N	79049	\$250.00
11	007854*N	77587	\$245.00
12	008750*N	78183	\$85.00
13	008831*N	79200	\$52.50
14	012005*N	79353	\$193.46
15	013475*N	79082	\$255.00
16	013500*N	79114	(\$1,103.13)
17	013505*N	79770	\$1,103.13
18	015800*N	79215	\$613.06
19	015850*N	80849	\$245.00
20	017410*N	79032	\$775.00
21	017900*N	78809	\$85.00
22	019733*N	78808	\$413.99
23	020650*N	78924	\$545.31
24	022303*N	77619	\$405.00
25	024500*N	78521	(\$2.62)
26	034263*N	79028	\$1,469.32
27	034270*N	77571	\$893.76
28	034400*N	78328	\$85.00
29	035720*N	79058	\$310.54
30	035750*N	79174	\$100.80
31	037630*N	78284	\$160.00
32	040500*N	81655	\$160.00
33	042640*N	79548	\$51.50
34	043375*N	82524	\$160.00
35	043526*N	83683	\$52.50
36	043630C*N	78564	\$160.00
37	044150C*N	83118	\$183.15
38	044725*N	78838	\$446.88
39	045630*N	78314	\$160.00
40	046220*N	78491	\$485.00
41	046230*N	78131	\$95.00
42	046350*N	77649	\$58.75
43	046450*N	77986	\$102.34
44	046475*N	78169	\$918.76
45	047050*N	78241	\$412.40
46	048505*N	78480	\$25.00
47	048535*N	78005	\$200.00
48	048645*N	81772	\$260.00
49	048650*N	78359	\$320.00
50	048680*N	79932	\$105.00

Line #	Account #	App ID	Amount Due
51	049956*N	78940	\$525.00
52	050928*N	77920	\$85.00
53	050953*N	78618	\$1,317.90
54	051250*N	78459	\$12.88
55	051255*N	78362	\$414.22
56	051267C*N	83920	\$160.00
57	051500*N	77494	\$660.00
58	052520*N	77574	\$494.19
59	052575*N	78374	\$287.70
60	053360*N	78701	\$462.37
61	053370*N	78015	\$36.06
62	053550*N	80910	\$441.00
63	054555*N	79084	\$320.00
64	054558*N	80901	\$50.00
65	054600*N	78233	\$405.00
66	054645*N	79753	\$131.25
67	064195*N	79127	\$315.63
68	065400*N	78149	\$61.44
69	065495*N	78890	\$2.14
70	065498C*N	82519	\$280.00
71	065660*N	78703	\$10.00
72	066210C*N	83089	\$160.00
73	066220*N	80504	\$365.00
74	066222*N	81609	\$280.00
75	066743*N	78278	\$145.00
76	066900*N	79092	\$377.43
77	067750*N	77693	\$542.50
78	067751C*N	88816	\$160.00
79	068840*N	78151	\$160.00
80	068870*N	78082	\$355.00
81	070302*N	77696	\$19.68
82	072600*N	78186	\$330.00
83	072700C*N	79155	\$273.35
84	073650*N	78628	\$200.00
85	073900*N	78002	\$250.00
86	076750*N	77537	\$893.76
87	077010*N	78050	(\$105.00)
88	077050*N	78363	\$321.34
89	077200*N	78202	(\$26.25)
90	077525*N	78867	\$250.00
91	078730*N	78945	\$255.00
92	079200*N	79134	\$415.00
93	080250*N	79027	\$171.25
94	083290*N	80672	\$160.00
95	083294C*N	83919	\$160.00
96	083295*N	78673	\$500.00
97	083296*N	78515	\$370.00
98	083297*N	79089	\$85.00
99	083700*N	79216	\$250.00
100	084800*N	78571	\$200.00

Town of Pembroke Park
Inactive Accounts as of 7/31/2020

Line #	Account #	App ID	Amount Due
101	085345*N	78581	\$515.00
102	088300*N	81239	\$230.60
103	089140*N	78930	\$643.75
104	090005*N	78568	\$183.14
105	090006*N	78818	\$200.00
106	090470*N	78705	\$170.00
107	090490*N	80375	\$44.44
108	090550*N	78620	\$85.00
109	090597*N	82252	\$285.00
110	090675*N	80576	\$457.88
111	090700*N	78516	\$283.50
112	090800*N	78199	\$200.00
113	092000*N	78048	\$2,443.00
114	094035*N	81924	\$414.06
115	094040*N	78886	\$85.00
116	094045*N	81957	\$161.00
117	094050*N	78140	\$250.00
118	094645*N	78059	\$245.00
119	094655*N	78081	\$157.50
120	094845*N	80020	\$446.88
121	094850*N	79198	\$85.00
122	97059*N	78883	\$340.00
123	098125*N	78371	\$358.48
124	099460*N	78557	\$160.00
125	099475*N	79008	\$1,082.76
126	101300C*N	83087	\$160.00
127	101312*N	77751	\$2,259.28
128	101315*N	79060	\$277.42
129	101320*N	80064	\$313.05
130	103627*N	79199	\$65.63
131	105000*N	78868	\$250.00
132	106810*N	78157	\$665.00
133	107089*N	78662	\$85.00
134	108150*N	79189	\$160.00
135	108610C*N	83552	\$160.00
136	110080*N	77912	\$95.00
137	110140*N	82510	\$285.00
138	110625*N	78090	\$250.00
139	110750*N	77779	\$160.00
140	110880*N	78056	\$150.00
141	111506*N	78060	\$250.00
142	112850*N	77957	\$500.00
143	113470C*N	83103	\$160.00
144	114540*N	78210	\$200.00
145	114557*N	79048	\$536.60
146	114558*N	78806	\$170.00
147	115500*N	81883	\$235.00
148	116100*N	77991	\$184.96
149	116500*N	78273	\$200.00
150	116660*N	78091	\$157.50

Line #	Account #	App ID	Amount Due
151	117050*N	77809	\$22.84
152	118400*N	83659	\$52.50
153	118875*N	78829	\$85.00
154	118908*N	79106	\$0.00
155	118925*N	77558	\$320.00
156	118950*N	78143	\$30.17
157	119175*N	79568	\$325.00
158	119500*N	78200	\$160.00
159	120950RM*N	78263	(\$105.00)
160	120970*N	82354	\$481.00
161	123350*N	81527	\$160.00
162	125150*N	78085	\$335.00
163	125400*N	79047	\$85.00
164	125608*N	77959	\$250.00
165	125660*N	82557	\$598.86
166	125685*N	78250	\$285.00
167	125972*N	78153	\$245.00
168	126200*N	78514	\$1,006.56
169	126550*N	79145	\$745.00
170	126910*N	79062	\$277.42
171	126919*N	82377	\$400.00
172	126920*N	77930	\$906.26
173	126985*N	78346	\$381.25
174	126995*N	78863	\$512.50
175	128102*N	77847	\$335.00
176	128770*N	77914	\$405.00
177	128800*N	78193	\$85.00
178	129340*N	80285	\$161.00
179	129560*N	77500	\$312.50
180	129810*N	78615	\$250.00
181	130458*N	78548	\$170.00
182	130464*N	79110	\$370.00
183	130473*N	77992	\$285.00
184	130474*N	77993	\$285.00
185	130825C*N	88820	\$160.00
186	130942*N	77887	\$160.00
187	130975*N	77552	\$240.00
188	132100*N	78651	\$280.00
189	132750-C17*N	77929	\$160.00
190	132785*N	78072	\$160.00
191	132900*N	78448	\$85.00
192	133200C*N	83117	\$160.00
193	133475*N	78171	\$236.25
194	133825*N	77994	\$277.42
195	133900*N	78807	\$245.00
196	134008*N	77858	\$1,493.01
197	134150*N	78357	\$22.84
198	134200*N	77995	\$245.00
199	134750*N	78194	\$85.00
200	137450*N	80522	\$190.00

Town of Pembroke Park
Inactive Accounts as of 7/31/2020

Line #	Account #	App ID	Amount Due
201	137450A*N	80563	\$1.00
202	137512*N	78307	\$1,570.68
203	137518*N	78529	\$52.50
204	137725*N	79352	\$119.46
205			
206	TOTAL		\$61,880.48

AGENDA ITEM REPORT



To: Commission
Subject: Requesting commission change ordinance relating to Credit Balances Sec 23-4
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Change verbiage in Ordinance to include how to refund credit balances for sign variances



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

MEMORANDUM

TO: Town Commission and Interim Finance Director
FROM: Michelle Grooms, Billing Administrator 
DATE: August 13, 2020
RE: Credit Balance for Sign Variances

The following information is in response to a discussion, during the Commission Meeting, on sign variance accounts with credit balances. The attached list shows the sign variances that are complete and have credit balances. Prior to April 2019, sign variance accounts were marked inactive active when the billing was complete; but a completion inspection is needed prior to the issuing refund of credit balances. The completion inspections have been performed and the attached list of accounts credits can be processed for refund or applied to pending balances due. You will see the pending balance due for some customers that have outstanding balance unrelated to the sign variance, I am recommending that we hold their credit balance until to pending balances are paid.

The attached list must be approved by the Town Commission before the refunds and/or credit can be processed.

Chapter 23 - SUBDIVISIONS

Sec. 23-1. - Submittal of plat; application and permit fee, cash deposit.

- (a) Any person submitting a plat for approval by the Town shall pay the Town concurrently with submittal of the application a nonrefundable application and permit fee of five hundred dollars (\$500.00) and shall place an initial cash deposit of seven thousand dollars (\$7,000.00) with the Town to pay all costs incurred by the Town in processing the application for plat approval, subject to the provisions for payment and refund as provided in this chapter. Whenever the deposit balance is twenty (20) percent or less than the initial deposit, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit is required. The amount of the supplemental deposit shall be seventy-five (75) percent of the initial deposit. Several supplemental deposits may be required depending the complexity of the review process. In addition to all other requirements in connection with such submission, at the time any application for a permit is filed with the Town for the construction of any of the improvements required in connection with the plat, including, but not limited to, streets, alleys, roads, water lines, storm drainage facilities, and wastewater and sanitary sewage lines and appurtenances thereto, such person shall deposit with the Town a sum of money in cash equal to ten (10) percent of the estimated cost of the construction of the improvement for which the permit is sought, said amount being based upon a preliminary cost estimate computed by the developer's engineer and approved by the Town Engineer.
- (b) Any individual seeking the Town's review and approval of an amendment to a previously approved and recorded plat shall file an application therefor with the Building Department. The applicant shall pay a nonrefundable review fee of seven hundred fifty dollars (\$750.00) concurrently with submittal of the application.

(Ord. No. 79-4-1, § 1, 4-10-79; Ord. No. 84-1-1, § 1, 1-11-84; Ord. No. 87-7-2, § 1, 7-8-87; Ord. No. 87-8-3, § 1, 8-12-87; Ord. No. 94-1-1, § 1, 1-12-94; Ord. No. 03-09-05, § 1, 9-10-03)

Cross reference— Buildings and building regulations, Ch. 5.

Sec. 23-2. - Town's expenses in reviewing plats to be deducted from deposits.

The Town shall deduct from the required cash deposit the actual costs of services performed by or for the Town in the review and approval of the plat and in connection with the construction and installation of the plat improvements, including, but not limited to, the costs incurred in administrative expenses, plat review, engineering, inspection, legal, advertising, testing, borings and corings, based upon the invoices or statement for such services as approved by the Town Commission.

(Ord. No. 84-1-1, § 2, 1-11-84)

Sec. 23-3. - Developer to be furnished statement of charges against deposit.

The developer, that is, the entity submitting the plat for approval, shall be furnished, upon request for same being submitted to the Town in writing, a written statement as to each charge made against such deposit, which statement shall include the amount of the charge, the service or services performed, and the name of the party performing the service. The written statement to be provided by the Town as aforesaid shall not be requested more often than once a month.

(Ord. No. 84-1-1, § 3, 1-11-84; Ord. No. 87-2-4, § 1, 2-11-87)

Sec. 23-4. - Refund of credit balance.

If upon final approval of the plat by the Town Commission and the subsequent recording of the plat in the plat book records of the County, and the completion of all improvements required in connection with the plat and the acceptance of same by the Town Commission upon the recommendation of the Town Engineer there shall be a credit balance in the required deposit, then the Town shall refund the credit balance to the developer within thirty (30) days of the recording of the plat and the acceptance of the improvements by the Town.

(Ord. No. 84-1-1, § 4, 1-11-84)

Sec. 23-5. - Withdrawal of request for plat approval; refund of credit balance.

If a request for plat approval is withdrawn by the developer or applicant for same in writing, the Town shall refund to the developer and/or applicant the credit balance, if any, in the required deposit within thirty (30) days of the receipt by the Town of the request for withdrawal of the request for plat approval.

(Ord. No. 84-1-1, § 5, 1-11-84)

Sec. 23-6. - Engineering fee—Required when storm drainage, waste water, sewage collection facilities required.

Any individual, firm or corporation that shall be required to construct storm drainage facilities and/or waste water and sanitary sewage collection facilities, and/or appurtenances thereto within the Town as a prerequisite and/or condition to the construction of any building, structure, or addition thereto, or modification thereof, shall, prior to the issuance of a building permit therefor, pay unto the Town an engineering fee equal to ten (10) percent of the estimated cost of construction of such waste water and sanitary sewage collection facilities and appurtenances thereto, based upon a preliminary cost estimate of the project computed by the developer's engineer and approved by the Town Engineer, which fee is for the purpose of paying the costs incurred by the Town in plan review, administration, engineering, inspection, legal, testing, boring and/or coring, and related expenses.

(Ord. No. 84-1-1, § 6, 1-11-84; Ord. No. 86-6-2, § 1, 6-11-86)

Cross reference— Buildings and building regulations, Ch. 5.

Sec. 23-7. - Same—Record of Town's expenses in cases where required.

The Town shall maintain a record of the actual cost of services performed by or for the Town in plan review, administration, engineering, inspection, legal, testing, boring and coring, and related expenses in connection with every project or development for which the engineering fee provided in section 23-6 is paid. Such record shall include the amount of the fee or charge, the service or services performed for the fee or charge and the name of the party performing the service. The record shall be available for inspection or copying by the owner and/or developer during normal business hours.

(Ord. No. 84-1-1, § 7, 1-11-84)

Sec. 23-8. - Same—Refund procedure.

Upon final completion of the building, structure or addition thereto or modification thereof, storm drainage facilities, waste water sanitary sewage collection facilities and appurtenances thereto as provided in section 23-6, and the issuance of a certificate of occupancy by the Building Department of the Town, and the acceptances and approval of the storm drainage facilities and/or waste water and sanitary sewage collection facilities and/or appurtenances thereto by the Town Engineer, the Town shall within thirty (30) days thereof refund to the party paying the required engineering fee the difference between the engineering fee paid and the actual expenses incurred, if any such difference results.

(Ord. No. 84-1-1, § 8, 1-11-84)

List of Sign Variances with Credit Balances in the System as of 4/23/19
Reviewed and updated on 8/7/2020

The following accounts have been billed and are complete. The remaining credit balances are available for refund.						
Line#	Customer#	Business Name	AppID	Total Owed	Local	dres
1	008109SV	PEMBROKE GUN RANGE	79078	(\$100.00)	3140	PEMB RD
2	037105SV1	CHECKERS- SIGN VAR	83969	(\$350.00)	4000	HALL BCH BLVD
3	037105SV2	CHECKERS- SIGN VAR	83970	(\$350.00)	4000	HALL BCH BLVD
4	047075SV	DOCTORS TOY STORE	78121	(\$180.00)	2512	SW 30 AVE
5	067511SV	NOT JUST CARPET-SIGN VAR	78934	(\$340.00)	3020	SW 30 AVE
6	067511SV2	NOT JUST CARPET	77572	(\$180.00)	3020	SW 30 AVE
7	073600SV	HOUSE OF KABOB-SIGN VAR	83133	(\$100.00)	3153	HALL BCH BLVD
8	085302SV	TRINITY BROADCASTING OF FL	88988	(\$250.00)	3300	PEMB RD
9	088400SV	M.M. YUKA PARIS. LLC-SIGN VAR	77515	(\$300.00)	2930	SW 30 AVE, D
10	094650SV	MODERN MIAMI-SIGN VAR	77925	(\$180.00)	2050	SW 30 AVE
11	099455SV	CRICKET WIRELESS-SIGN VAR	83135	(\$300.00)	4520	HALL BCH BLVD
12	105901SV	PEMBROKE PARK WAREHOUSES-SIGN VAR	77538	(\$60.00)	3150	PEMB RD
13	105901SV2	PEMBROKE PK WAREHOUSES- SIGN VAR	83136	(\$180.00)	3150	PEMB RD
14	107080SV	TOP KITCHEN-SIGN VAR	83138	(\$60.00)	2500	SW 30 AVE
15	108306SV3	J.W. LEE INC /SCARLETT'S	82834	(\$250.00)	2920	SW 30 AVE
16	108308SV	J.W. LEE PROPERTIES LLC- SIGN VAR	77967	(\$60.00)	2952	SW 30 AVE
17	110137SV	WPLG, INC (CHANNEL 10)-SIGN VAR	82487	(\$300.00)	3401	W HALL BCH BLVD
18	110137SV2	WPLG, INC (CHANNEL 10)- SIGN VAR	83563	(\$340.00)	3401	W HALL BCH BLVD
19	112350SV	RACETRAC #491-SIGN VAR	78234	(\$150.00)	3031	W HALL BCH BLVD
20	116010SV	SAFELITE AUTO GLASS-SIGN VAR	78376	(\$220.00)	3205	SW 22 ST
21	121859SV	SPICE OF LIFE- SIGN VAR	83618	(\$200.00)	2940	SW 30 AVE, 1-2
22	122605SV	PEMBROKE PARK OWNER LLC- SIGN VAR	82919	(\$150.00)	1781	SPARK RD
23	126870SV	TERZANI USA, INC- SIGN VAR	88700	(\$250.00)	2501	SW 56 AVE
24	133730SV	WHEAT CAPITAL MGMT-SIGN VAR	83140	(\$100.00)	2801	J P LYONS LN
25	65525SV	FULL SVC PAIN MGMT-SIGN VAR	83143	(\$207.50)	3107	W HALL BCH BLVD
26	70500SV	TOM HOGAN	83144	(\$100.00)	3002	W HALL BCH BLVD
27	094500SV	MITECH TECHNOLOGY - SIGN VAR	87584	(\$100.00)	2520	SW 30 AVE
Sub-Total for Line #1-27				(\$5,357.50)	Updated as of 8/7/2020	

The following accounts have been billed and are complete.						
Please note: That the following account holders have other fees due to the Town-the credit should be applied to the fees due.						
Line#	Customer#	Business Name	AppID	Total Owed	Local	Address
28	024150SV	BSH PROPERTY LLC - SIGN VAR	83129	(\$100.00)	4520	HALL BCH BLVD
	024170S	AVI SHLOMO COMMERCIAL CTR- SITE BSH PROPERTY LLC	83316	\$4,455.70	2991	SW 32 AVE
29	049956SV	ELEGANT HOUSE - SIGN VAR	78077	(\$260.00)	1960	SW 30 AVE
	049956*N	ELEGANT HOUSE	78940	\$525.00	1960	SW 30 AVE
30	067750SV	MULTIMEDIA INNOVATIONS-SIGN VAR	79195	(\$140.00)	2250	SW 30 AVE
	067750*N	MULTIMEDIA INNOVATIONS	77693	\$542.50	2250	SW 30 AVE
31	130755SV	VALUE STORE IT @ 2801-2805 J P LYONS LN	89935	(\$50.00)	2801	JP LYONS LN
	130755	VALUE STORE IT	90537	\$2,075.10	2801	JP LYONS LN
Sub-Total for Line #28-31				(\$550.00)	Updated as of 8/7/2020	
Credit Balances - Grand Total				(\$5,907.50)	Updated as of 8/7/2020	

RESOLUTION NO. 2020-0

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING REFUND AND COLLECTION POLICIES FOR CERTAIN ACCOUNTS IN THE TOWN FINANCE DEPARTMENT; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town collects various fees from business and property owners relating to development approval applications, sign permit fees, business tax receipts, and other similar fees in the ordinary business operations of the Town; and

WHEREAS, the Finance Department has requested that the Town Commission adopt a policy for the refund of credit balances remaining in the accounts for the various fee applicants; and

WHEREAS, the Finance Department has also requested that the Town adopt a policy to remove uncollectable accounts receivable from the Town's records to maintain an accurate balance of funds due the Town.

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

Section 1: That the Town Commission approves and adopts the policy for refunding credit balances due applicants for various fees paid to the Town as set forth in the attached Exhibit A which is incorporated herein by reference and made a part hereof.

Section 2: That the Town Commission hereby adopts the policy for the removal of uncollectable accounts receivable from the Town's financial records as set forth in the attached Exhibit B which is incorporated herein by reference and made a part hereof.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

EXHIBIT A

DEVELOPMENT APPROVAL APPLICATION FEE REFUND POLICY

A. The Town Manager may authorize the refund of any remaining credit balance in possession of the Town for a development approval application fee paid pursuant to Chapter 21, Chapter 23 or Chapter 28 of the Pembroke Park Code of Ordinances as follows:

1. Within thirty (30) days after the final administrative action approving the application has been taken by the Town.

2. Within sixty (60) days after the final administrative action denying the application has been taken by the Town.

3. Within thirty (30) days after voluntary withdrawal of the application by the applicant. Before making such refund, Town shall deduct all expenses incurred in processing the application and a sum equal to ten (10%) percent of the amount originally paid for the application fee, which sum shall constitute a service and shall be paid in the Town treasury.

B. Any application fee credit balance shall first be applied to any other amounts applicant owes Town prior to the issuance of any refund to applicant.

EXHIBIT B

POLICY FOR REMOVAL OF DELINQUENT BUSINESS ACCOUNT BALANCES

Any account balance due Town from a business owner for payment of a fee for a Business Tax Receipt, Certificate of Use, or other fee required to operate a business in the Town may be extinguished and removed from the Town's accounts receivable records when recommended by the Finance Director or designee when it has been determined that the business has not been in operation in Town for a period of at least twenty-four (24) months and that the business entity has been administratively dissolved by the Florida Secretary of State.

RESOLUTION NO. 2020-104

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING REFUND AND COLLECTION POLICIES FOR CERTAIN ACCOUNTS IN THE TOWN FINANCE DEPARTMENT; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town collects various fees from businesses, individuals, and property owners relating to development approval applications, sign permit fees, business tax receipts, and other similar fees in the ordinary business operations of the Town; and

WHEREAS, the Finance Department has requested that the Town Commission adopt a policy for the refund of credit balances remaining in the accounts for the various fee applicants; and

WHEREAS, the Finance Department has also requested that the Town adopt a policy to remove uncollectable accounts receivable from the Town's records to maintain an accurate balance of funds due the Town.

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

Section 1: That the Town Commission approves and adopts the policy for refunding credit balances due applicants for various fees paid to the Town as set forth in the attached Exhibit A which is incorporated herein by reference and made a part hereof.

Section 2: That the Town Commission hereby adopts the policy for the removal of uncollectable accounts receivable from the Town's financial records as set forth in the attached Exhibit B which is incorporated herein by reference and made a part hereof.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the

same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

EXHIBIT A

DEVELOPMENT APPROVAL APPLICATION FEE REFUND POLICY

A. The Town Manager may authorize the refund of any remaining credit balance in possession of the Town for a development approval application fee paid pursuant to Chapter 20, Chapter 21, Chapter 23 or Chapter 28 of the Pembroke Park Code of Ordinances as follows:

1. Thirty (30) days after the final administrative action approving the application has been taken by the Town.

2. Sixty (60) days after the final administrative action denying the application has been taken by the Town.

3. Thirty (30) days after voluntary withdrawal of the application by the applicant. Before making such refund, Town shall deduct all expenses incurred in processing the application and a sum equal to ten (10%) percent of the amount originally paid for the application fee, which sum shall constitute a service and shall be paid in the Town treasury.

B. Any application fee credit balance shall first be applied to any other amounts applicant owes Town prior to the issuance of any refund to applicant.

EXHIBIT B

POLICY FOR REMOVAL OF DELINQUENT ACCOUNT BALANCES

Any account balance due to the Town from a delinquent account for payment of billable fees in the Town may be extinguished and removed from the Town's accounts receivable records. Accounts are identified as delinquent by the Finance Director or designee when it has been determined that the account has not been active in Town for a period of at least twenty-four (24) months.



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

Agenda Request

Meeting Date:	TC Workshop Meeting 8/26/20
Subject:	Site Development Plan - O'Reilly Auto Parts
Initiated by:	☐ City Council ☐ City Attorney ☒ City Manager/Staff
Prepared by:	Name & Title: Michael J. Miller, AICP - Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	(1) MMPA Town Commission Staff Report; (2) Application Package and Backup Materials; (3) Site Development Plan Drawings dated June 10, 2020
Fiscal Impact:	The cost of reviewing and processing the Site Development Plan application is covered entirely by the applicant's cost recovery deposit account.
Policy Question(s) for Council Considerations:	Should the Town Commission approve a Site Development Plan to allow a new O'Reilly Auto Parts store at the location requested by the applicant / land owner. If the TC agrees it is recommended that the conditions of approval listed in the TC staff report be included.
Summary:	A Site Development Plan for a new O'Reilly Auto Parts store located at 4700 HBB has been filed to allow for the construction of a 8,001 sq. ft. commercial building. Should the Town allow
Background:	In June 2018 the Town originally received a Site Development Plan application for a new O'Reilly Auto Parts store. Due to FDOT issues / applicant delays / COVID-19 the item took
Discussion/Analysis:	See the above / MMPA Staff Report.
Options:	Approve As Requested / Approve with Changes / Deny
Advantages:	The Site Development Plan approval would allow for the construction of a new retail store selling auto parts. This would add to the tax base and shopping opportunities in the area.
Disadvantages:	None known. Minor traffic increase as well as utilities.
Possible action:	Approve As Requested / Approve with Changes / Deny
Advantages:	See above.
Disadvantages:	See above.
Staff Recommendations:	The DRC / MMPA recommends the TC APPROVE the application subject to the recommended conditions. The PZB recommended the TC approve the request subject to the conditions.
Additional Action Needed:	If approved by the TC no additional action would be necessary. If the TC choses to require the cell tower to be placed elsewhere further site plan revisions / staff review would be necessary.

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor & Town Commission
Town of Pembroke Park

From: Michael J. Miller, AICP *msm*
Consultant Town Planner

Date: August 21st, 2020

Subject: Site Development Plan Application
O'Reilly Auto Parts Store
4700 West Hallandale Beach Boulevard
Pembroke Park Acct. No.: 18-298
MMPA Acct. No.: 00-1101-1107

RECOMMENDED ACTION

MMPA recommends the Town Commission review this staff report, the Planning & Zoning Board's recommendation, the most recent revised plans dated June 10th, 2020 and, if found acceptable, **APPROVE** the proposed Site Development Plan application, subject to any recommended conditions listed herein or other conditions deemed appropriate by the Town Commission.

PROJECT REVIEW HISTORY

O'Reilly Auto Parts originally submitted a Site Development Plan application to the Town on March 8th, 2018 for the construction of a proposed retail auto parts store located at 4700 West Hallandale Beach Boulevard. The proposed facility is a one-story "rectangular-shaped" / east to west oriented / 8,001 square foot building. The proposed building is centered on the site with a double-loaded parking lot along the Hallandale Beach Boulevard (HBB) frontage with additional parking areas, a delivery area and dumpster to the rear of the building. On March 19th, 2018, MMPA issued a project "completeness letter" finding the initial application package "incomplete" and identifying several initial site plan design concerns. Due to no response / activity on the project by the applicant for an extended period of time, in early 2019 MMPA reached out to the applicant to determine if the project was still active / abandoned. On March 22nd, 2019, the Town received a revised application package with responses from the applicant's design team to the Town's initial comments. MMPA reviewed the revised submittal package and found the documentation was sufficient enough to proceed with formal Town reviews. A new "completeness letter" finding the revised application "complete" was transmitted to the applicant on March 29th, 2019.

**Town of Pembroke Park
Town Commission Staff Report
O'Reilly Auto Parts Store
4700 W. Hallandale Beach Boulevard
August 21st, 2020
Page 2**

On April 11th, 2019, an initial DRC meeting was held at Town Hall. Based on the amount and significance of the DRC member comments the application was deferred by the DRC to allow for revisions. One of the key initial site design issues discussed during the April 2019 DRC meeting was related to supposed FDOT required changes – when FDOT had previously worked with the property owners at that time / Town staff in late 2013 to create the re-subdivision layout plan for all of Tract “Q” into three (3) sites with one shared common HBB driveway connection located at the east edge of the Dollar General site (175’+/- east of SW 48 Ave.), recorded cross access & utility easements at the north / south edges of the property, etc. The Dollar General Store was built in 2014-2015 on the westernmost site adjoining SW 48th Avenue with several driveway / utility stub-outs to the O'Reilly site and easternmost site. The recorded cross-access & utility easement locations are fixed. In May 2019 MMPA staff met with FDOT staff at their offices to resolve the supposed conflicts. FDOT staff agreed that the 2013 design was still valid and notified all parties that the previously OK'd 2013 driveway / cross-access alignments were still OK. Between late May 2019 and early 2020 no plan revisions were resubmitted to the Town by the applicant. In early 2020 our office reached out again to the applicant to determine if the project was still active. On February 21st, 2020, the Town received revised plans / missing documents and responses to the April 19th, 2019 DRC comments. In February 2020, it appears new FDOT staff has again reviewed / agreed to the existing HBB driveway location / internal driveway locations & alignments. The building / parking spaces have been re-positioned within the pre-designated areas of the site. The revised project was scheduled for a 2nd DRC meeting on March 20th, 2020 but was put on hold because of the COVID-19 problems. The 2nd DRC meeting was finally held on June 19th, 2020 at which time the DRC recommended approval subject to a few minor adjustments. As the latest revisions address the last design issues, the Site Development Plan application is ready for final review and approval by the PZB and Town Commission

GENERAL PROJECT INFORMATION

Land Use Designation: C - Commercial

Zoning District: B -1 Business District

General Location: 4700 West Hallandale Beach Boulevard

Legal Description: The West 130.65 feet of the East 280.65 feet of Tract “Q”, in Block 50, of a Re-subdivision of Lake Forest Section Four, according to the plat thereof as recorded in Plat Book 43, Page 45, of the public records of Broward County, Florida. Less the northerly 10 feet for right-of-way for Hallandale Beach Boulevard granted to FDOT (ORB 51031 / PG 1659). Subject to recorded cross-access / utility easements (ORB 50514 / PG530) and (ORB 6646 / PG 6980).

Michael Miller Planning Associates, Inc.

PROJECT DESCRIPTION

O'Reilly Auto Parts submitted a Site Development Plan application for the construction of a proposed retail auto parts store located at 4700 West Hallandale Beach Boulevard. The proposed facility is a new one-story "rectangular-shaped" / east to west oriented / 8,001 square foot building. The proposed building is centered on the site with a double-loaded parking lot along the Hallandale Beach Boulevard (HBB) frontage with additional parking areas, a delivery area and dumpster to the rear of the building.

The subject site is part of a larger tract of land (Tract Q) that was re-subdivided into three (3) sites in 2013 when the adjoining site to the west was developed with a Dollar General store. Within Tract "Q" there are recorded cross-access and utility easements both at the front of the site and rear of the site adjoining the rear (south) property line. This allows for all landowners within Tract "Q" to have pre-designated access points to both Hallandale Beach Boulevard and SW 48th Avenue. FDOT will only allow one driveway connection from Tract "Q" to Hallandale Beach Boulevard. Hallandale Beach Boulevard is a state arterial highway (SR 858). The site plan indicates two / 2-way driveway connections to the existing north / south access easement within the adjoining Dollar General Store site that already has an established driveway connection to Hallandale Beach Boulevard. At the southern edge of the O'Reilly site an east / west 30-foot wide easement with a driveway interconnects to all three (3) sites within Tract "Q" to SW 48th Avenue about 250 feet south of Hallandale Beach Boulevard. SW 48th Avenue is designated as an 80-foot wide City Collector roadway on the Broward County / Town Trafficway Plans. Based on the square footage of the building floor area (net) plus number of estimated employees, the proposed facility is required to provide 27 parking spaces and 27 parking spaces are shown on the revised plans. The proposed facility will be screened from the residential subdivision to the south of the property (City of West Park) by an eight (8) foot decorative masonry wall. The site landscaping includes larger Royal Palm trees along Hallandale Beach Boulevard to comply with the mandatory tree species for West Hallandale Beach Boulevard.

COMPREHENSIVE PLAN / ZONING ANALYSIS

Comprehensive Plan

The Town's adopted Comprehensive Plan Future Land Use Map (FLUM) identifies the site for "C" Commercial development. The list of allowable uses includes retail development / offices, etc. The proposed land use is deemed consistent with the Comprehensive Plan / FLUM.

Land Development Regulations / Zoning Code

The revised Site Development Plan now appears to meet the Town's Code minimum criteria. However, we have identified a few new issues on the revised plans that must be corrected prior to final approval. See below for site design comments.

Michael Miller Planning Associates, Inc.

PLATTING

The site will not require re-platting, as the site is currently platted as described above. A Waiver of Plat re-subdivision was approved by the Town in 2013. There are two (2) recorded cross-access and utility easements existing within the site.

RIGHT-OF-WAY AND ACCESS DESCRIPTION

As mentioned above, access to the site is proposed via two / 2-way driveway connections to the existing north / south cross-access easement within the adjoining Dollar General Store site that already has an established driveway connection to Hallandale Beach Boulevard. At the southern edge of the O'Reilly site an east / west 30-foot wide easement with a driveway interconnects all three (3) sites within Tract "Q" to access SW 48th Avenue about 250 feet south of Hallandale Beach Boulevard. At the northern portion of the O'Reilly site is a portion of the pre-established east / west cross-access easement that is 24 feet in width that aligns with the parking lot driveway in the Dollar General site and extends to the easterly O'Reilly site boundary. The currently vacant easternmost site in Tract "Q" will eventually connect at the both the north / south cross-access easement points. When Tract "Q" was re-subdivided in 2013 an additional 10 feet of road right-of-way for Hallandale Beach Boulevard was dedicated to FDOT to comply with the 120-foot Trafficway Plan width; therefore, no additional right-of-way is necessary to be granted by the development. Motorists seeking to access the site traveling eastbound can turn into the site at the existing driveway on the adjoining Dollar General site or via the SW 48th Avenue shared driveway. Motorists traveling westbound will have to travel to SW 48th Avenue and either make a U-turn movement or use the SW 48th Avenue driveway connector.

CONCURRENCY ISSUES

Potable Water / Wastewater – Based on the development level indicated in the development plan the proposed project, according to the Town's LDR criteria, would generate a need of about 800 gallons per day for potable water and the same 800 gallons per day for wastewater (292,000 gallons per year). The Town owns the local Sanitary Sewer system (main lines / pumps) and all property owners must connect. Broward County owns and operates the Potable Water system in the South County area. The Town has large user agreements for both Potable Water (Broward County) and sanitary sewer treatment (Hollywood). Based on the probable demand, the operating and plant capacities of potable water and wastewater are sufficient and can serve the development without expansion. Water service will be provided by an existing 12-inch water main located in the southern right-of-way West Hallandale Beach Blvd. A proposed domestic and irrigation water meter will tie into this existing water main. The project will be served by an existing 8-inch sanitary sewer force main within the east right-of-way of SW 48th Avenue. A proposed 2" force main will tie into the Town's sanitary sewer force main and then connect to a private lift station on the O'Reilly property.

Transportation System – This property is anticipated to generate approximately 495 new trips per day (18 AMPH trips / 48 PMPH trips). Hallandale Beach Boulevard is currently a four (4) lane divided facility with turn lanes at certain intersections. The Town / FDOT has adopted a concurrency Level of Service (LOS) for this road of "D". The Town was previously within the County's Transportation Concurrency Exception Area (TCEA) but the County has now abandoned that concurrency method and adopted a Transit Oriented Concurrency / TCMA system that is

Michael Miller Planning Associates, Inc.

focused more on mass transit than vehicles. Development is allowed to proceed with the payment of transit impact fees. Hallandale Beach Boulevard in this area carries about 30,000 trips per day / 2,790 trips in the PM Peak Hour. The design capacity of the roadway as a 4LD roadway @ LOS D is 32,700 trips per day / 3,110 trips in the PM Peak Hour. Therefore, the current V/C (volume to capacity) ratio is .92 or LOS D. The Town may approve the development despite any LOS problems in the area. There are long-range plans to possibly widen Hallandale Beach Boulevard to a 6LD roadway, but the exact timetable is unknown. Finally, there are existing mass transit bus routes along Hallandale Beach Boulevard and bus stops adjoining the site.

Stormwater System - The applicant has submitted drainage plans and calculations showing that they will comply with the Town's LOS criteria (25-year storm event @ 24-hour duration). The applicant's study used a 25-year storm event / 72-hour duration rate – which is a worse case scenario. Prior to development the developer will have to obtain a Broward County drainage permit. Therefore, the on-site drainage system is oversized and should adequately serve the site.

Solid Waste – Based on the site plan data listed, this development would generate about 80 pounds per day / 29,200 pounds of solid waste per year. The Town's solid waste provider is Waste Management. At this time sufficient service / capacity exists.

BUILDING AND ARCHITECTURAL DESIGN COMMENTS

Section 5-103 (p) of the Town Code requires all non-residential buildings to avoid the appearance of a "box-like" structure. Sloped roof surfaces and enhanced architectural detailing are strongly encouraged. While the proposed building does not include sloped roof surfaces there are abundant building undulations with varying roof heights and enhanced projected architectural details. The Town has the latitude to approve alternatives if deemed acceptable – enhanced architecture). Based on the architectural enhancements MMPA recommends approval.

STAFF RECOMMENDATION

MMPA recommends **APPROVAL** of the proposed Site Development Plan prepared by project architect (Craig A. Schneider, AIA Architect) as well as several engineering / landscape architect subconsultants, based on the latest revised plans dated June 10th, 2020 to allow for the construction of a one-story / 8,001 square foot O'Reilly Auto Parts Store (retail) subject to the following conditions:

- 1) **Exterior Building Colors** – The preliminary exterior building colors submitted appear to comply with the Town's Official Paint Color Palette. Prior to painting the exterior of the building, the applicant shall submit a separate Town Color application for formal approval by the Town Planner.
- 2) **Roof-Mounted Mechanical Equipment** - There is no definitive indication of where the A/C units will be located. Also, there was no roof plan submitted. Town Code Sec. 5-103(p) and (q) prohibit any roof-mounted mechanical equipment from being visible offsite. The building elevations show parapet walls and other decorative roof features that might help screen any roof-mounted mechanical equipment. During Building Permit review sufficient detail must be provided to screen all equipment.

Michael Miller Planning Associates, Inc.

- 3) **Building Architecture** – Section 5-103(p) of the Town Code requires all non-residential buildings to avoid the appearance of a “box-like” structure. Sloped roof surfaces strongly encouraged. While the proposed structure does not include sloped roof surfaces there are multiple building undulations with varying roof heights and architectural design. The Town has the latitude to approve alternatives if deemed acceptable. MMPA recommends the Town approve the architectural design as submitted, as enhanced building articulation has been provided. If the Town does not approve the current building architectural design, the applicant shall modify the plans accordingly prior to approval.
- 4) **Impact Fee Payments** – Prior to the issuance of building permits the developer / owner shall pay all required Broward County and Town impact fees, connection fees and Building Permit fees.
- 5) **Site Plan Expiration** - This Site Development Plan approval will expire 18 months from the date of Town Commission approval in accordance with Section 20-25 of the Code if no valid Building Permit for the principal building has been issued and kept in force.

PLANNING AND ZONING BOARD ACTION

The Planning and Zoning Board reviewed the proposed Site Development Plan at their virtual August 20th, 2020 meeting, discussed the matter, and voted unanimously (4-0) to recommend **APPROVAL** of the application to the Town Commission, subject to the following conditions:

- (1) The Site Development Plan is subject to the above listed MMPA conditions.

Michael Miller Planning Associates, Inc.

SP

TOWN OF PEMBROKE PARK

APPLICATION FOR SITE PLAN APPROVAL

Date: 3-8-18
Case No: 18-298
Receipt No.: 23053

- Fee: (1) Major: The initial cost recovery fee shall be \$7,500.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the above referenced fee shall be non-refundable.
- (2) Minor: The initial cost recovery fee shall be \$1,750.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the above referenced fee shall be non-refundable.

In addition to this application for Site Plan approval, the Applicant shall supply the documentation required by Section 20-16 of the Town's Code of Ordinances as well as the Town's Site Plan Submission Checklist. The Site Plan Checklist is available from the Town Planner.

Petitioner: Rob Turrentine

Address: 233 South Patterson Ave

City: Springfield, MO 65802

Phone: 417-862-2674 / 417-868-4248

If Petitioner is not the Owner, Name of Owner: O'Reilly Automotive Stores, INC

Signature of Petitioner: [Signature]

Present Zoning District: B-1 Present Future Land Use Map (FLUM) Designation: _____

Address of Property: 4700 West Halladale Beach BLVD

Legal Description of Property (Plat Book/Page or Metes and Bounds): The west 130.65 feet of the east 280.65

Feet of tract Q, in Block 50, of a resubdivision of Lake Forest Section four, according to the plat there of, as

Recorded in plat book 43, page 45, of the public records of Broward County, Florida.

OWNER / AGENT CERTIFICATE:

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

Signature of owner/agent: [Signature] Sworn to and subscribed before
me this 6 day of March 2018, by Scott Kraus



He/She is personally known to me or



He/She has presented _____ as identification.

Signature of Notary Public [Signature]

Type or Print Name Gayle Wells

GAYLE WELLS
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 13, 2021
Commission #13547006

FOR STAFF USE ONLY

Planning and Zoning Date: _____ () Approved () Denied () Approved with conditions

Town Commission Date: _____ () Approved Resolution No. _____
() Denied () Approved with conditions

Last Revised 10/09/2003

ESTERLY, SCHNEIDER & ASSOC., INC. AIA
Esterly, Schneider & Associates, Inc.
1736 E. Sunshine, Suite 417
Springfield, MO 65804

23053

Check Date: 03/06/18

Total Payment: 1,750.00

Town of Pembroke Park

Memo:

O'Reilly, Pembroke Park, FL, Minor Site Plan Review Initial Cost
Recovery Fee

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER; THE BACK, A UNIQUE CHECK IDENTITY BAR CODE AND A WATERMARK - HOLD AT AN ANGLE TO VIEW.

ESTERLY, SCHNEIDER & ASSOC., INC. AIA
1736 E. Sunshine, Suite 417
Springfield, MO 65804
417-862-0558

COMMERCE BANK
101000019

23053

VOID AFTER ONE YEAR

PAY

03/06/18

Town of Pembroke Park

DATE

AMOUNT

One Thousand Seven Hundred Fifty And 00/100 Dollars ***\$ *****1,750.00

TO THE
ORDER
OF

Town of Pembroke Park

AUTHORIZED SIGNATURE

MP

⑈023053⑈ ⑆101000019⑆ 090045381⑈

O'REILLY AUTOMOTIVE, INC.		P O BOX 1156 SPRINGFIELD MO 65801-1156		PHONE (417) 862-2674 FAX(417) 874-7125	
NO. 326187	DATE 03/15/18	VENDOR NAME TOWN OF PEMBROKE PARK		CHECK NO. 2240728	
INVOICE NO.	INVOICE DATE	REFERENCE NO.	GROSS AMOUNT	DISCOUNT	AMOUNT PAID
PKP-RECOVER FEE	03/12/18		5750.00	0.00	5750.00
Total Paid			5750.00	0.00	5750.00

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A CHAINLINK SHAPE WATERMARK

O'Reilly Auto Parts

Void After 90 Days 36-1870/1012
2240728

PAY FIVE THOUSAND SEVEN HUNDRED FIFTY AND 00/100-----DATE 03/15/18

TO THE ORDER OF: TOWN OF PEMBROKE PARK
CITY HALL
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

Commerce Bank NA Kansas City, St Joseph

*******5750.00**

David O'Reilly
AUTHORIZED SIGNATURE MP

⑈ 2240728 ⑈ ⑆ 101218704 ⑆ 430000170 ⑈

See Reverse Side For Easy Opening Instructions

O'REILLY AUTOMOTIVE, INC.
P O BOX 1156
SPRINGFIELD MO 65801-1156

TOWN OF PEMBROKE PARK
CITY HALL
3150 SW 52ND AVE
PEMBROKE PARK FL 33023

TOWN OF PEMBROKE PARK, FLORIDA DEVELOPMENT IMPACT ANALYSIS REPORT

Project Name: O'REILLY AUTO PARTS STORE – PEMBROKE PARK (PBK)

Location: SW of Hallandale Beach Boulevard & SW 48th Street Intersection

Address: 4700 Hallandale Beach Boulevard

General Project Description: 8,001 sf Auto Part Retail Store and associated parking lot and utilities

Site Square Feet / Acreage: 34,622 sf / 0.795 acres

The following information and analysis is intended to satisfy the requirements set forth in Article 5 of Chapter 13.5 of the Town of Pembroke Park, Florida Code of Ordinances, which provides guidelines and requirements to ensure that the Level of Service (LOS) standards as set forth in the adopted Comprehensive Plan will be maintained, unless mitigation is provided. The following LOS standards shall be used to analyze the infrastructure impacts of each development.

Potable Water	See Section 13.5-51 (per day / per year) Shopping Center, 01. per square foot of floor space $0.10 \times 8,001 \text{ sf} = 800 \text{ gpd} / 800 \text{ gpd} \times 365 \text{ days} = 292,000 \text{ gpy}$
Sanitary Sewer	See Section 13.5-52 (per day / per year) Shopping Center, 01. per square foot of floor space $0.10 \times 8,001 \text{ sf} = 800 \text{ gpd} / 800 \text{ gpd} \times 365 \text{ days} = 292,000 \text{ gpy}$
Local Streets	See Section 13.5-53 LOS "D"
Arterial / Collector Roadways	See Section 13.5-53 LOS "D" / Trafficways Plan Required Right-of-Way State roadway driveway connection - Must provide FDOT pre-app access management letter with submission. See provided Traffic Impact Analysis
Drainage	See Section 13.5-54 - Design LOS standards to meet a 1 inch in 25 year / 24 hour storm event, and treatment of the first inch of runoff See provided Engineering Report
Solid Waste	See Section 13.5-55 (per day / per year) Industrial & Commercial → Office Building, 1lbs per 100 square feet $(8,001 \text{ sf}/100) \times 1 \text{ lbs} = 80 \text{ lbs per day} / 80 \text{ lbs per day} \times 365 \text{ days} = 29,200 \text{ lbs per year}$
Recreation	See Section 13.5-56 - Residential Uses only – 3 acres of Community Parks per 1,000 permanent resident population (land / funds / impact fees) N/A
Public School Facilities	See Section 13.5-57 - Residential Uses only - 110% of FISH (Florida Inventory of School Houses) capacity for each Broward County Concurrency Service District. Must provide BCSB SCAD letter with submission N/A

Note: For traffic impact analysis utilize the latest ITE Manual for applicable land use trip generation purposes (both AADT / PM Peak Hour). Both roadway link and signalized intersection analysis is required, as required by the Town.

Last Updated 01/01/15



February 28, 2019

Michael J. Miller, AICP
Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023

Re: O'Reilly Auto Parts
4700 West Hallandale Beach Blvd.
Pembroke Park, FL
Acct. No.: 18-298
MMPA Acct. No.: 00-1101-1107

Dear Michael:

See below for responses to plan review comments dated 3-19-19. Comment numbers below correspond to those of the plan review letter. Comments not included below will be responded to by other consultants.

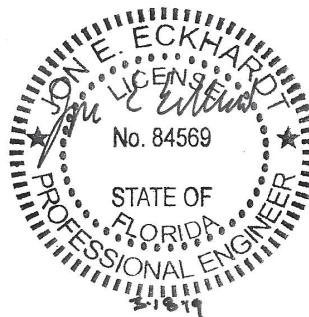
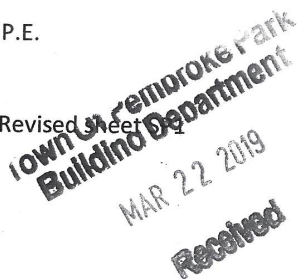
Comment #18: Photometric plan requires revisions. Spillover at the property lines is not to exceed one (1) foot-candle. Outside illumination shall be provided from thirty (30) minutes prior to sunset until at least thirty (30) minutes after the closing of any establishment.

Response: Site lighting has been revised to meet 1.0 foot-candle maximum at the property line, and notation for operation of lighting has been revised. Refer to revised sheet SP1.

Respectfully,

Jon E. Eckhardt, P.E.
RTM Associates

Enclosures: Revised sheet





MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	4790 W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK FL 33023	ID #	5142 30 09 0490
Property Owner	O'REILLY AUTOMOTIVE STORES INC	Millage	0613
Mailing Address	PO BOX 9167 SPRINGFIELD MO 65801-9167	Use	10
Abbr Legal Description	LAKE FOREST SEC 4 RESUB POR 43-45 B TR Q E 120 OF W 270 BLK 50 LESS POR OF TR Q DESC IN 50514/497, LESS 10 FT STRIP DESC IN 50514/497 & CORR IN OR 50547/690		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$201,380		\$201,380	\$201,380	
2018	\$201,380		\$201,380	\$201,380	\$4,335.13
2017	\$201,380		\$201,380	\$167,510	\$3,854.48

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$201,380	\$201,380	\$201,380	\$201,380
Portability	0	0	0	0
Assessed/SOH	\$201,380	\$201,380	\$201,380	\$201,380
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$201,380	\$201,380	\$201,380	\$201,380

Sales History			
Date	Type	Price	Book/Page or CIN
10/10/2017	WD*-E	\$790,000	114660500
9/12/2014	WD*-E	\$265,100	112536741
3/1/1977	WD	\$40,000	3148 / 280
6/1/1976	WD	\$40,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations		
Price	Factor	Type
\$12.00	16,782	SF
Adj. Bldg. S.F.		

[illegible]

Property Id: 514230090490

**Please see map di



April 9, 2019

Flight Date: Betv



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	4790 W HALLANDALE BEACH BOULEVARD, PEMBROKE PARK FL 33023	ID #	5142 30 09 0491
Property Owner	O'REILLY AUTOMOTIVE STORES INC	Millage	0613
Mailing Address	PO BOX 9167 SPRINGFIELD MO 65801-9167	Use	10
Abbr Legal Description	LAKE FOREST SEC 4 RESUB POR 43-45 B TR Q LESS E 120 OF W 270 & LESS E 150 BLK 50, LESS POR OF TR Q DESC IN 50514/497, LESS 10 FT STRIP DESC IN 50514/497 & CORR IN 50547/690		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$214,080		\$214,080	\$214,080	
2018	\$214,080		\$214,080	\$214,080	\$4,608.51
2017	\$214,080		\$214,080	\$178,070	\$4,097.49

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$214,080	\$214,080	\$214,080	\$214,080
Portability	0	0	0	0
Assessed/SOH	\$214,080	\$214,080	\$214,080	\$214,080
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$214,080	\$214,080	\$214,080	\$214,080

Sales History			
Date	Type	Price	Book/Page or CIN
10/10/2017	WD*-E	\$790,000	114660500
9/12/2014	WD*-E	\$265,100	112536741
			3148 / 280

Land Calculations		
Price	Factor	Type
\$12.00	17,840	SF
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

[illegible]

Property Id: 514230090491

**Please see map di



April 9, 2019

Flight Date: Betw

RESOLUTION NO. 2020-092

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE SITE DEVELOPMENT PLAN APPLICATION FOR O'REILLY AUTOMOTIVE STORES, INC., A FLORIDA CORPORATION, FOR REAL PROPERTY LOCATED IN THE PLAT ENTITLED A RESUBDIVISION OF A PORTION OF LAKE FOREST SECTION FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 45, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, O'Reilly Automotive Stores, Inc., a Florida corporation ("Applicant"), has filed an Application for Site Development Plan Approval for construction of a single-story commercial building consisting of approximately 8,000 square feet of gross building area as shown in the Site Development Plan prepared by Craig A. Schneider, AIA Architect, and filed with the Town on March 19, 2018 for the real property located at 4700 West Hallandale Beach Boulevard, Pembroke Park, Florida, and more fully described in Section 1 hereof ("Subject Property"); and

WHEREAS, the Town Development Review Committee reviewed the Application for Site Development Plan Approval for O'Reilly Automotive Stores, Inc. on June 19, 2020, and recommended its approval with certain development conditions for the Subject Property determined by Consultant Planner Michael Miller Planning Associates, Inc. and set forth in Section 2 hereof; and

WHEREAS, the Pembroke Park Planning and Zoning Board reviewed the Application for Site Development Plan Approval at their meeting on August 20, 2020, where the Consultant Planner presented his report, the Applicant's representatives described the proposed project, and

all interested parties were provided an opportunity to comment on the Application for Site Development Plan Approval; and

WHEREAS, the Pembroke Park Planning and Zoning Board unanimously recommended approval of the Application for Site Development Plan Approval for the Applicant with the development conditions set forth in Section 2 hereof; and

WHEREAS, the Town Commission conducted a public hearing on September 9, 2020, where it reviewed the recommendations of the Pembroke Park Planning and Zoning Board, the comments of Consultant Planner, the Applicant's representatives, and all interested parties; and

WHEREAS, after review of the evidence presented at the September 9, 2020, Town Commission meeting, the Town Commission has determined that the Application for Site Development Plan Approval for O'Reilly Automotive Stores, Inc. meets the requirements of Section 20, of Pembroke Park Code of Ordinances relating to site plan approval.

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

Section 1: That the Application for Site Development Plan Approval of O'Reilly Automotive Stores, Inc., a Florida corporation, for construction of a single-story commercial building consisting of approximately 8,000 square feet of gross building area as indicated in the revised Site Development Plan dated June 10, 2020, for that certain real property located 4700 West Hallandale Beach Boulevard, Pembroke Park, Florida and more fully described as follows:

LAKE FOREST SEC 4 RESUB POR 43-45 B TR Q E 120 OF W
270 BLK 50 LESS POR OF TR Q DESC IN 50514/497, LESS 10
FT STRIP DESC IN 50514/497 & CORR IN OR 50547/690

is hereby approved subject to the development conditions contained in Section 2 hereof.

Section 2: The approval of the Site Development Plan for O'Reilly Automotive Stores, Inc., for the Subject Property is contingent upon compliance with the following conditions recommended by Michael Miller Planning Associates, Inc.:

a) Exterior Building Colors – Applicant must submit the proposed exterior building colors that comply with Town's Official Paint Color Palette for form approval by the Town Planner.

b) Roof-Mounted Mechanical Equipment – Applicant must provide architectural drawings in sufficient detail that comply with Sections 5-103(p) and (q), Pembroke Park Code of Ordinances, which prohibit any roof-mounted mechanical equipment from being visible offsite.

c) Building Architecture – Applicant must comply with Section 5-103(p), Pembroke Park Code of Ordinances, requiring that all non-residential buildings avoid the appearance of a "box-like" structure. Sloped roof surfaces are strongly encouraged, and the current architectural designs meet the approval of the Town Planner. If the current building architectural design is not approved by Town, the applicant shall modify the plans accordingly prior to approval.

d) Impact Fee Payments - Developer/owner shall pay all required Broward County and Town impact fees, connection fees and building permit fees prior to issuance of a building permit for the Subject Property.

e) Site Plan Expiration - Site Development Plan approval will expire 18 months from the date of Town Commission approval in accordance with Section 20-25, Pembroke Park Code of Ordinances, if no valid building permit for the principal building has been issued and kept in force.

Section 3: That all the development conditions contained in the Section 2 hereof for the Site Development Plan for O'Reilly Automotive Stores, Inc. must be complied with prior to the

issuance of a Certificate of Occupancy for the structure.

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

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

PASSED AND ADOPTED this _____ day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - O'Reilly Automotive Stores, Inc. FN24204E.docx



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

Agenda Request

Meeting Date:	Next Available Possible
Subject:	
Initiated by:	☐ City Council ☐ City Attorney ☒ City Manager/Staff
Prepared by:	Name & Title: Michael J. Miller, AICP - Consultant Town Planner
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Town Encroachment Agreement / Legal Description / Location Map
Fiscal Impact:	Town = No Negative Fiscal Impact but license mitigation \$ could be Positive / Developer = Cost to remove / relocate wall or pay license mitigation \$\$ to Town for use of public land.
Policy Question(s) for Council Considerations:	
Summary:	As part of the recent redevelopment of the site a 5' tall metal picket security fence was built along Park Road to enclose the parking lot. The contractor failed to locate the property line and
Background:	In May 2018 the Town issued permits for the renovation of the building and construction was completed in early 2020. In addition to the building renovation the developer requested BPs for
Discussion/Analysis:	
Options:	1) Approve a Right-of-Way Encroachment Agreement to allow a portion of the fence to remain within the public roadway;
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Possible action:	1) Approve a Right-of-Way Encroachment Agreement to allow the fence to remain within the right-of-way; 2) Require the developer to relocate the fence onto their own property.
Advantages:	Town = None Known / Developer = Save cost of demolition / rebuilding fence in correct location.
Disadvantages:	Town = None Known / Developer = Cost of demolition / rebuilding fence in correct location.
Staff Recommendations:	APPROVAL. Sufficient right-of-way exists for the actual pavement / drainage / landscaping. Even if Park Road was widened there is sufficient ROW area. The location of the as-built fence
Additional Action Needed:	If the TC approves the Right-of-Way Encroachment Agreement the parties will need to execute the document, the document will need to be recorded in the public records and \$\$ paid. If the

PREPARED BY:

DRAFT
7/31/20

The Above Blank Space Is for Recording Purposes

Town of Pembroke Park, Florida

PROPERTY OWNER'S ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

☐ Commercial (check if applicable)

☒ Industrial (check if applicable)

☐ Residential (check if applicable)

☐ Other (check if applicable)

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between 2757 S. Park LLC, whose mailing address is 54 Lake Drive Hightstown NJ 08520 hereinafter referred to as "OWNER", and the Town of Pembroke Park, a Florida municipal corporation, hereinafter referred to as "TOWN".

RECITALS

WHEREAS, OWNER is/are the fee simple owner(s) of certain real property located within the Town of Pembroke Park, Broward County, Florida with a property address of 2757 South Park Road Pembroke Park, Florida and more particularly described as (insert the full legal description for the property as maintained by the Broward County Property Appraiser's (BCPA) Office. BCPA General Information telephone number is 954-357-6830. See <http://bcpa.net> for more information):

WHEREAS, OWNER'S property is located adjacent to certain TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or is encumbered by a restrictive easement (access / roadway / utility / drainage / utility / other); and

WHEREAS, OWNER desires to place, construct, install, and/or maintain upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the following: (place an X next to the type of encroachment):

____ Special driveway approach(es) (type): _____

____ Sign(s)

☒ Fence or Wall (type): 5' TALL METAL PICKET FENCE + GATE

____ Landscaping

____ Irrigation System

____ Awnings / Canopies / Other Architectural Features (type): _____

_____ Tables, chairs, umbrellas, heaters (describe the item to be placed as well as the day(s) of the week and hour(s) of the day of such placement):

_____ Electrical (describe):

_____ Other (describe):

thereby, encroaching into the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement; and

WHEREAS, the TOWN is willing to allow OWNER to encroach into TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement without prejudice to the TOWN'S right to have the encroachment removed at the OWNER'S sole expense; and

WHEREAS, OWNER understands that at any time the TOWN may require the OWNER to remove the aforesaid encroachment from the TOWN right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and as further consideration for the TOWN approving OWNER'S request to encroach upon TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.
2. The TOWN hereby grants permission for the above described encroachment upon the TOWN'S right-of-way, sidewalk, swale, alley, or other such right-of-way, or within land encumbered by a restrictive easement provided that said encroachment shall be in accordance with plans and specifications on file or to be filed with and approved by the TOWN.
3. At any time, the TOWN may require either the permanent or temporary removal of said encroachment and OWNER for himself / herself as well, as their successors in interest agree that at any such time as the TOWN requires temporary or permanent removal of the aforesaid encroachment, OWNER will do so promptly and at their own expense. OWNER further agrees that if he / she / they should fail to remove the encroachment within thirty (30) days after the TOWN mails a written request to OWNER requiring removal of the

encroachment, then the TOWN may remove the aforesaid encroachment and impose the cost of said removal as a special assessment lien against the Property – such special assessment lien shall be in parity or coequal with the lien of all state, county, district, and municipal (town) taxes, and superior in dignity to all other liens, titles, encumbrances, and claims. In the event of emergency, the TOWN shall have the right to remove the encroachment without notice to OWNER and without any obligation or liability to OWNER for damage to the encroachment.

4. To the fullest extent permitted by Laws and Regulations, OWNER hereby agree(s) to defend, indemnify, and hold harmless the TOWN and its commissioners, directors, attorneys, appointed officials, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the installation and/or maintenance of the encroachment and caused, in whole or in part, by any willful, intentional, reckless, or negligent act and/or omission of OWNER or any person, employee, agent, or any third party acting on OWNER'S behalf (including any contractor, subcontractor, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable).
5. In any and all claims against the TOWN or any of its consultants, agents, or employees by any employee of OWNER or any employee of any person, employee, agent, or third party acting on OWNER'S behalf (including contractors, subcontractors, or any person or organization directly or indirectly employed by any of them or anyone for whose acts any of them may be liable), the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for OWNER or by or for any person, employee, agent or third party acting on OWNER'S behalf (including contractors, subcontractors, or any persons or organizations directly or indirectly employed by any of them or anyone for whose acts any of them may be liable) under workers' or workman's compensation acts, disability benefit acts, other employee benefit acts or any other service of law. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability or to waive any immunity established by Florida Statutes, case law, or any other source of law. This indemnification provision shall survive the termination of any TOWN permit or Agreement with the TOWN, however terminated. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity in Section 768.28, Florida Statutes. Inclusive in this Indemnity provision is the agreement to fully indemnify the Town of Pembroke Park from any claims or actions alleged to have been caused by the TOWN'S acts or omissions. OWNER shall maintain insurance, which will provide for the indemnity provision provided herein.
6. For the purpose of this Agreement, OWNER shall obtain insurance policies – naming the TOWN as an additional insured on a primary and non-contributory basis – that comply with the current version of the Town of Pembroke Park's Insurance Requirements for Encroachment & Restrictive Covenant Agreements and OWNER shall evidence this insurance to the Town Manager or the Town Manager's designee in accordance with the parameters and instructions of outlined within the current version of the Town of Pembroke Park Insurance Requirements for Encroachment & Restrictive Covenant Agreements. Evidence of insurance will not be approved unless all of the requirements have been met to the satisfaction of Town Manager or their designee. Moreover, said insurance shall be maintained until the encroachment is removed and failure to maintain such insurance shall constitute a material breach of this Agreement that may result in the TOWN requiring removal of the encroachment at OWNER'S sole expense.

7. All individuals signing this Agreement have the legal authority and capacity to enter into this General Encroachment & Restrictive Covert Agreement.
8. As further part of this Agreement, it is hereby understood and agreed that any official inspector of the Town of Pembroke Park, or its duly authorized agents, may have the privilege at any time of normal working hours to enter and inspect the premises to determine whether the requirements of the Building and Zoning regulations and the conditions herein agreed to are fully complied with.
9. This Agreement shall be recorded at OWNER'S sole expense and shall inure to the benefit of and be binding upon OWNER'S successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above property and shall constitute a covenant running with the land.
10. In the event the terms of this Agreement are not complied with, in addition to other remedies available, the TOWN is hereby authorized to withhold any further permits and to refuse to make any inspections or grant any approvals until such time as there is full compliance with this Agreement.
11. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of Broward County and the TOWN now in effect and those hereinafter adopted.
12. The location for settlement of any claims, controversies, disputes, arising out of or relating, directly or indirectly, to any part of this Agreement or any breach hereof, shall be in Broward County, Florida.
13. OWNER agrees that he/she shall be liable for reasonable attorney's fees incurred by TOWN, if TOWN is required to take any actions, through litigation or otherwise, to enforce this Agreement.
14. TOWN, shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction restraining any violation of this Agreement as well as recovery of any and all costs and expenses sustained or incurred by TOWN in obtaining such an injunction including, without limitation, reasonable attorney's fees.
15. This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
16. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

AS TO OWNER(S):

Signature

Signature

Print Name & Title (if applicable)

Print Name & Title (if applicable)

Notarization of Owner's / Owners' Execution

STATE OF FLORIDA)
COUNTY OF BROWARD)

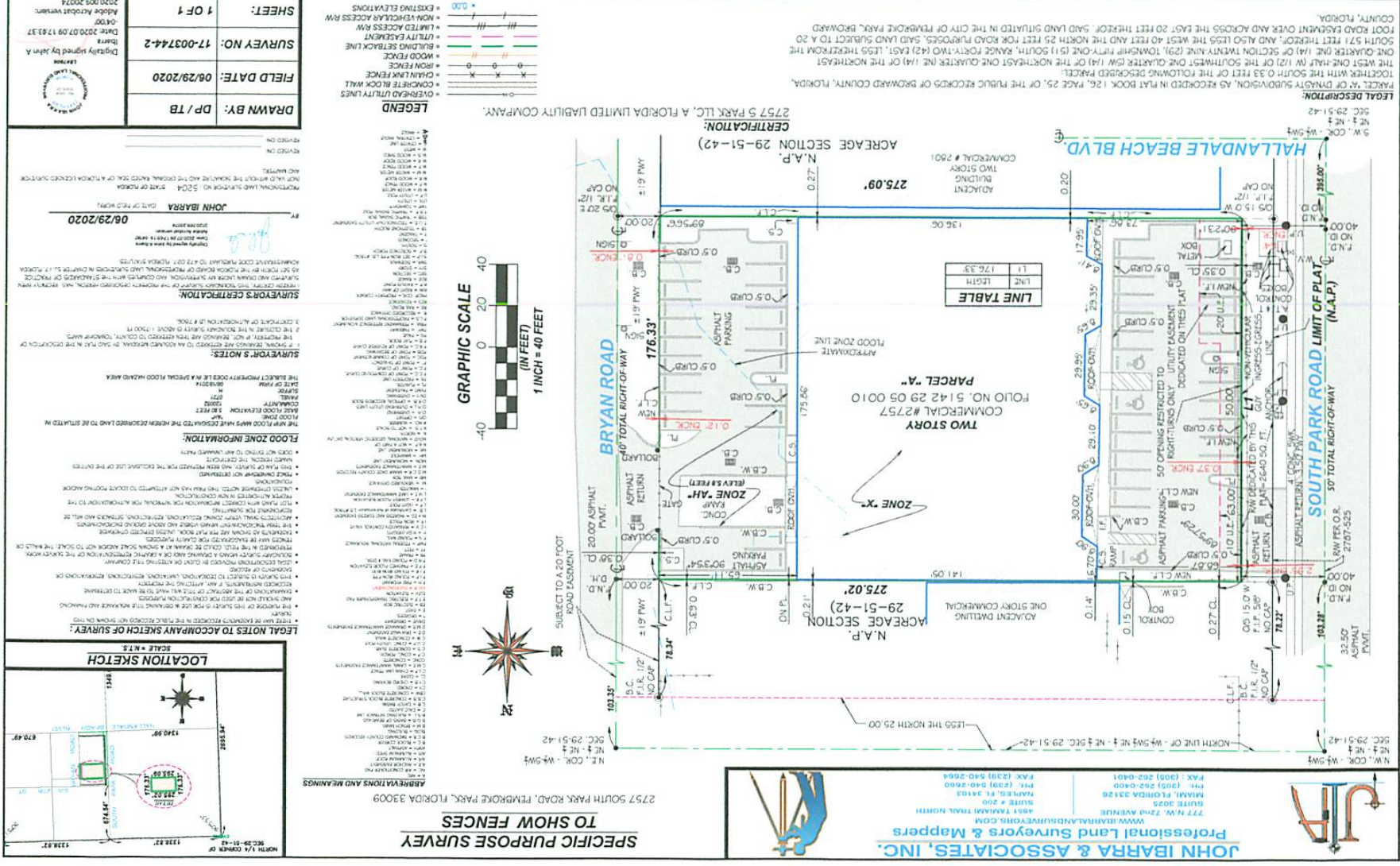
The foregoing instrument was acknowledged before me this ____ day of _____, in the year 20__, by _____, who is / are personally known to me or has / have produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Christopher J. Ryan, Esq. – Town Attorney
Ryan & Ryan, LLC



**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
FOR FENCE EASEMENT**

ABBREVIATIONS:

P.O.B = POINT OF BEGINNING
NW = NORTHWEST
NE = NORTHEAST
N = NORTH
E = EAST
S = SOUTH
W = WEST
Q = CENTER LINE
L.B. = LICENSED BUSINESS
I.F = IRON FENCE
C.L.F = CHAIN LINK FENCE

PROPERTY ADDRESS:

2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010



LOCATION SKETCH

SCALE = N.T.S.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE EAST RIGHT OF WAY OF SOUTH PARK ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF PARCEL "A" ON AN ASSUME BEARING $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 3.10 FEET; THENCE RUN $NO^{\circ}1^{\circ}56'41''$ W A DISTANCE OF 176.33 FEET; THENCE RUN $N88^{\circ}03'18''$ E A DISTANCE OF 3.10 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 546 SQ. FT.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE WEST RIGHT OF WAY OF BRYAN ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF THE PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE $N88^{\circ}03'18''$ E A DISTANCE OF 1.50 FEET; THENCE RUN $50^{\circ}56'42''$ E A DISTANCE OF 176.33 FEET; THENCE $58^{\circ}03'18''$ W DISTANCE OF 1.50 FEET; THENCE RUN $NO^{\circ}1^{\circ}56'41''$ W ALONG THE EAST LINE OF PARCEL "A", OF DYNASTY SUBDIVISION, AS RECORDED IN PLAT BOOK 126, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DISTANCE OF 176.33 TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF ± 246 SQ.FT.

SURVEYOR'S NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY JOHN IBARRA & ASSOCIATES, INC.
2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE.
3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

Digitally signed by John A. Ibarra
Date: 2020.07.09 17:15:49 -0400
Adobe Acrobat version: 2020.009.20074

BY: JOHN IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO.: 5204 STATE OF FLORIDA
(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR)

REVISED ON: _____

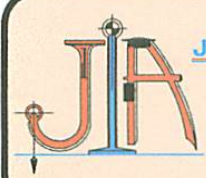
DRAWN BY: DP / TB

DATE: 07/08/2020

SCALE: 1"=40'

SURVEY NO: 17-003744-2

SHEET: 1 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

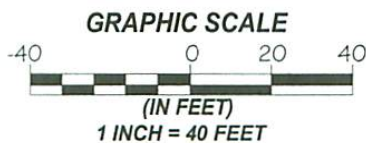
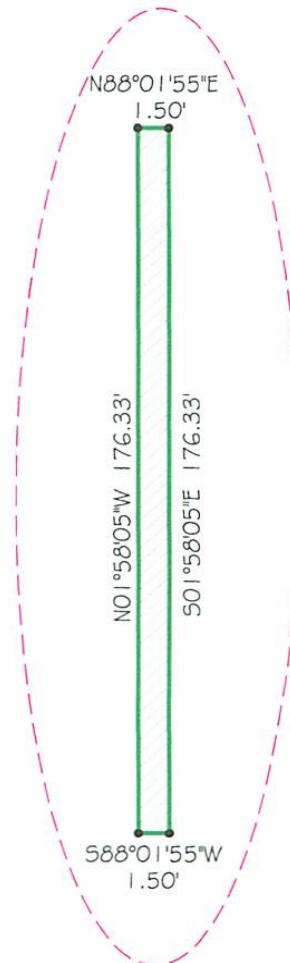
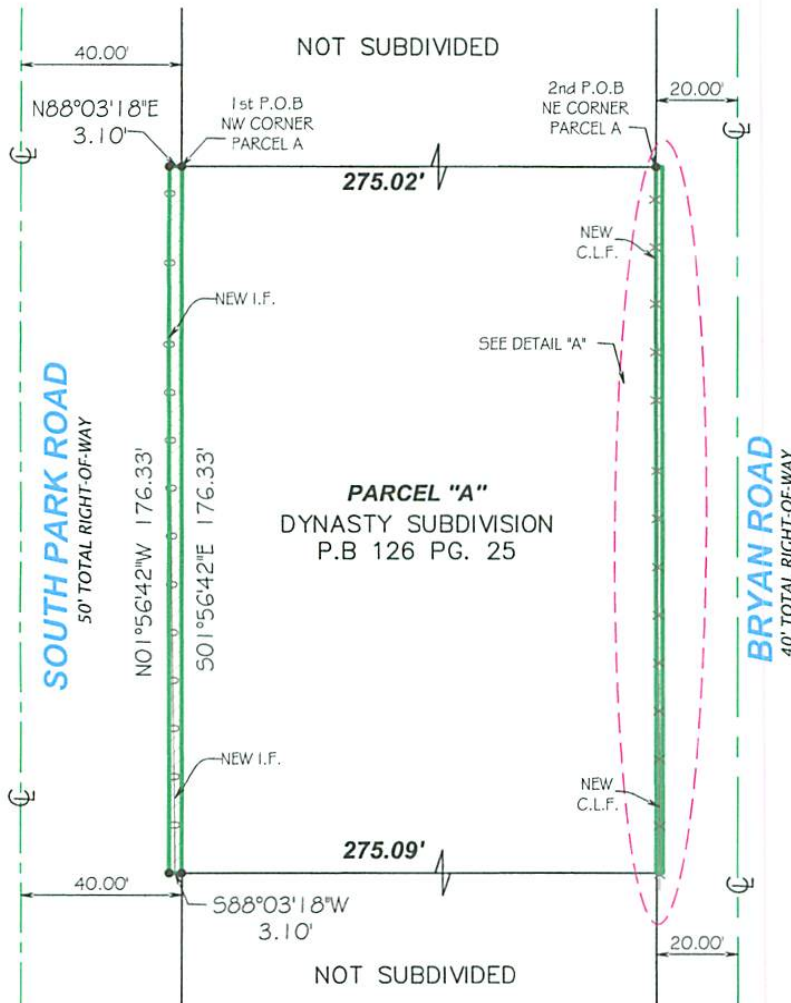
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

4851 TAMiami TRAIL NORTH
SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A. Ibarra
Date: 2020.07.09 17:16:07 -04'00'
Adobe Acrobat version: 2020.009.20074

**SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION
FOR FENCE EASEMENT**



PROPERTY ADDRESS:
2757 SOUTH PARK ROAD,
PEMBROKE PARK, FLORIDA 33009
FOLIO No. 5142 29 05 0010

DRAWN BY: DP / TB

DATE : 07/08/2020

SCALE: 1"=40'

SURVEY NO: 17-003744-2

SHEET: 2 OF 2



JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM

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SUITE # 200
NAPLES, FL 34103
PH: (239) 540-2660
FAX: (239) 540-2664



Digitally signed by John A Ibarra
Date: 2020.07.09 17:16:24 -04'00'
Adobe Acrobat version:
2020.009.20074

Instr# 114730984 , Page 1 of 2, Recorded 11/20/2017 at 02:15 PM
Broward County Commission
Deed Doc Stamps: \$16975.00

Document Prepared by:

John W. Julian, Esq.
W.W. Grainger, Inc.
100 Grainger Parkway, Suite B4T56
Lake Forest, Illinois 60045

Return to After Recording:

Anthony S. Adelson, P.A.
501 Golden Isles Drive, Suite 101
Hallandale Beach, FL 33009
File No. 17-4597
954-458-9238

Space Above this Line Reserved for Recording Office Use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the 19th day of October, 2017, by **W.W. GRAINGER, INC.**, an Illinois corporation, whose principal place of business is 100 Grainger Parkway, Lake Forest, Illinois 60045, as **GRANTOR**, to **2757 S PARK LLC**, a Florida limited liability company, whose address is 59 Lake Drive, Hightstown, New Jersey 08520, as **GRANTEE**.

Witness that Grantor, for good and valuable consideration, receipt of which is acknowledged, grants, bargains and sells to Grantee all the real property located in the City of Pembroke Park, Broward County, Florida, more particularly described as:

Parcel 1:

Parcel "A" of DYNASTY SUBDIVISION, as recorded in Plat Book 126, Page 25, of the Public Records of Broward County, Florida formerly known as

The North 176 feet of the South 571 feet of the West ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 51 South, Range 42 East, less the West 25 feet thereof, Broward County, Florida.

Parcel 2:

The South 0.33 feet of the following described parcel:

The West One-Half (W ½) of the Southwest One-Quarter (SW ¼) of the Northeast One-Quarter (NE ¼) of the Northeast One-Quarter (NE ¼) of Section Twenty-nine (29), Township Fifty-one (51) South, Range Forty-two (42) East, less therefrom the South 571 feet thereof, and also less the West 40 feet and the North 25 feet for road purposes. Said land subject to a 20 foot road easement over and across the East 20 feet thereof. Said land situated in the City of Pembroke Park, Broward County, Florida.

Property Id No. 514229-05-0010
Common Address: 2757 S Park Rd, Pembroke Park, FL 33009

together with all tenements, hereditaments and appurtenances thereto; subject to current real property taxes for fiscal year 2017 and thereafter, zoning and other governmental restrictions, and all covenants, conditions, restrictions, easements, rights-of-way and other matters of record, without hereby reimposing same.

Grantor hereby covenants with Grantee that Grantor will forever defend Grantee against claims of all persons claiming by, through or under Grantor. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, Grantor has set its hand and seal the day and year first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

Printed Name: John Julian

Printed Name: Katherine Heglund

W.W. GRAINGER, INC., an Illinois corporation

BY: Philip M. West
Philip M. West
Vice President and Treasurer

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

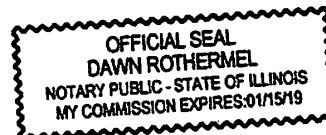
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that PHILIP M. WEST, personally known to me to be the Vice President and Treasurer of W.W. GRAINGER, INC., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Treasurer, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation; for the uses and purposes therein set forth.

Given under my hand and Official Seal, this 19th day of October, 2017.

Dawn Rothermel
Notary Public

Printed Name: DAWN ROTHERMEL

My Commission Expires: 1-15-2019





MARTY KIAR
BROWARD
 COUNTY
 PROPERTY APPRAISER

Site Address	2757 S PARK ROAD, PEMBROKE PARK FL 33009	ID #	5142 29 05 0010
Property Owner	2757 S PARK LLC	Millage	0613
Mailing Address	59 LAKE DR HIGHTSTOWN NJ 08520	Use	48
Abbr Legal Description	DYNASTY SUBDIVISION 126-25 B PARCEL A TOG WITH S 0.33 OF THE W1/2 OF SW1/4 OF NE1/4 OF NE1/4 OF SEC 29-51-42, LESS S 571, LESS W 40 & LESS N 25		

The just values displayed below were set in compliance with [Sec. 193.011](#), Fla. Stat., and include a reduction for costs of sale and other adjustments required by [Sec. 193.011\(8\)](#).

* 2020 values are considered "working values" and are subject to change.					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2020*	\$364,150	\$2,181,710	\$2,545,860	\$2,400,640	
2019	\$364,150	\$1,818,250	\$2,182,400	\$2,182,400	\$47,650.52
2018	\$364,150	\$1,867,790	\$2,231,940	\$2,231,940	\$48,047.19
2020* Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$2,545,860	\$2,545,860	\$2,545,860	\$2,545,860	
Portability	0	0	0	0	
Assessed/SOH	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$2,400,640	\$2,545,860	\$2,400,640	\$2,400,640	
Sales History				Land Calculations	
Date	Type	Price	Book/Page or CIN	Price	Factor
10/19/2017	SWD-Q	\$2,425,000	114730984	\$7.00	52,021
10/9/2015	WD-E	\$100,000	113279333		
12/1/1990	WD	\$1,425,400	17978 / 852		
3/1/1989	WD	\$320,000			
1/1/1987	WD	\$100			
				Adj. Bldg. S.F. (Card, Sketch)	29860
				Eff./Act. Year Built: 1991/1990	
Special Assessments					
Fire	Garb	Light	Drain	Impr	Safe

Property Id: 514229050010

**Please see map disclaimer



July 31, 2020

1:600
0 25 50 100 ft
0 5 10 20 m

Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Proper

Michael J. Miller

To: Lucie Manzerolle; Teresa Malcolm; Miguel A. Nunez
Cc: Todd Larson; Jeffrey Louis
Subject: Pembroke Road - 2757 Park Road Redevelopment - Fence Issue
Attachments: PP 2757 Park Road Fence Encroachment Docs.pdf

Town Staff:

The industrial site at 2757 Park Road has been undergoing renovations for the last year or so.

Recently the Town issued BPs for fences along Park Road (front of site) and Bryan Road (rear of site).

During recent inspections for zoning sign-off we have found that the aluminum fence installed along Park Road encroaches into the Park Road right-of-way by 2'-3'. When this site was platted in 1984 additional right-of-way was dedicated for Park Road. Park Road is designated on the Broward County Trafficways Plan as an 80' wide Collector roadway / 40' on each side of the center line. Many of the sites in this area are older and were developed prior to the Trafficways Plan being adopted to protect future major road corridors. I also believe this site was either developed prior to the plat being recorded or everybody missed the plat restriction – as the driveway is not in the allowed location (center of site). It appears the front property line is equal with the parking spaces. From the photos one can see the aluminum fence is several feet west of the parking spaces. They need to relocate the fence out of the ROW or request an encroachment agreement (like SCC just did).

The Bryan Road CL fence location is acceptable.

Also, this is the site where the developer illegally removed several mature shade trees – all in the Town's road rights-of-way. This was reported to BC staff for action.

Based on the above I failed the inspection. See the attached documents.

Michael J. Miller, AICP
Town of Pembroke Park
Consultant Town Planner
November 15, 2019

PP 2757 Park Rd.

Page 1 of 1

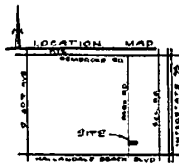
As requested MJM inspected the site to observe if the two fences (decorative aluminum picket on Park Rd. / CL fence on Bryan Rd.) were installed in compliance with the Town Code criteria, BP plans and located on the land owner's site. It was noted that several mature trees were illegally removed from the Town's adjoining roadways (swales). This was reported to the Town's Code Officers and Broward County staff. It is my understanding enforcement actions are in process.

1) Bryan Road CL Fence - Installed per approved BP plans and located on owners property. OK.

2) Park Road Aluminum Fence - Installed encroaching 2'-3'+/- into the Town's road right-of-way (see survey / photo). The Park Road property line is approx. equal with the parking spaces (note large gap between fence / parking. Must relocate fence out of Town right-of-way.

Note: Remove illegal / unapproved palm trees from Town roadway.

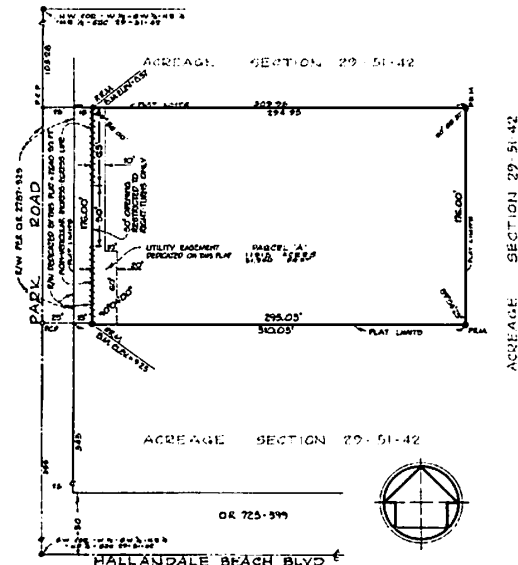




DYNASTY SUBDIVISION

A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST,
TOWN OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA

BERRY, CALVIN, BROOME, FARINA - ENGINEERS - SURVEYORS - HOLLYWOOD, FLORIDA



DEDICATION:
WHEN ALL MEN BY THESE PRESENTS THAT SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, IS THE OWNER IN FEE SIMPLE OF THE LAND SHOWN AND DESCRIBED HEREON AND HAS CAUSED THE SAID LAND TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON AND TO BE KNOWN AS "DYNASTY SUBDIVISION", A SUBDIVISION IN THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, CITY OF PEMBROKE PARK, BROWARD COUNTY, FLORIDA.

ALL THROUGHFAGES AND EASEMENTS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS OFFICERS AND THE COORDINATE BEING APPLIED THEREON THIS 29 DAY OF MAY, A.D. 1984.

John M. Davis
WITNESS

James R. Davis
JAMES R. DAVIS - PRESIDENT

ACKNOWLEDGEMENT:
STATE OF FLORIDA: I, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS ACT AND DEED AS SUCH OFFICER AND THAT HE APPEARED THEREIN TO THE OFFICIAL SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS MY SIGNATURE AND OFFICIAL SEAL, I HAVE SIGNED THIS PLAT AND INSTRUMENT OF DEDICATION, THIS 29 DAY OF MAY, A.D. 1984.

James R. Davis
NOTARY PUBLIC - STATE OF FLORIDA

DESCRIPTION:
THE NORTH 170 FEET OF THE SOUTH 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LESS THE WEST 10 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

DEDICATION BY MORTGAGEE:
KNOWN ALL MEN BY THESE PRESENTS THAT GEORGE COTTLEB AND CHEVEL J. COTTLEB OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THIS PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS AS SHOWN THEREON.

IN WITNESS WHEREOF WE HEREBY SET OUR HANDS AND SEAL THIS 13 DAY OF SEPTEMBER, 1983.

George Cottleb
WITNESS (AS TO ALL)

Chevel J. Cottleb
WITNESS (AS TO ALL)

ACKNOWLEDGEMENT:
STATE OF FLORIDA: I, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND THAT THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, WITNESS MY SIGNATURE AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

MY COMMISSION EXPIRES: *James R. Davis*
NOTARY PUBLIC - STATE OF FLORIDA

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS BY RESOLUTION, DULY ADOPTED THIS 8th DAY OF DECEMBER, 1984.

John M. Davis
CHAIRMAN

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPT. COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS IS TO CERTIFY THAT THIS PLAT COMplies WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 8 DAY OF DECEMBER, 1984.

ATTEST: ST. JOHNSON
COUNTY ADMINISTRATOR

Philip H. Harty
CHAIRMAN - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATION SERVICES DEPT. COUNTY RECORDS DIVISION - RECORDING SECTION:

THIS INSTRUMENT WAS FILED FOR RECORD THIS 13 DAY OF SEPTEMBER, 1983, AND RECORDED IN PLAT BOOK 140, PAGE 20.

ATTEST: ST. JOHNSON
COUNTY ADMINISTRATOR

Philip H. Harty
CHAIRMAN - COUNTY COMMISSION

DEDICATION BY MORTGAGEE:

KNOWN ALL MEN BY THESE PRESENTS THAT GEORGE COTTLEB AND CHEVEL J. COTTLEB OWNERS AND HOLDERS OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORD BOOK 11411, PAGE 117, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED PLAT AND TO THE DEDICATION OF THE THROUGHFAGES AND EASEMENTS AS SHOWN THEREON.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE HEREBY SET THEIR HANDS THIS 13 DAY OF SEPTEMBER, A.D. 1983.

George Cottleb
WITNESS (AS TO BOTH)

Chevel J. Cottleb
WITNESS (AS TO BOTH)

ACKNOWLEDGEMENT:

STATE OF FLORIDA: I, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES R. DAVIS, PRESIDENT OF SPRING BRAND AND WHEEL, INC., A FLORIDA CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION AND THAT THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED, WITNESS MY SIGNATURE AND OFFICIAL SEAL AT HOLLYWOOD, BROWARD COUNTY, FLORIDA, THIS 13 DAY OF SEPTEMBER, 1983.

WITNESS MY HAND AND OFFICIAL SEAL AT HOLLYWOOD, FL. ON SEP 13, 1983.

MY COMMISSION EXPIRES: *James R. Davis*
NOTARY PUBLIC - STATE OF FLORIDA

TOWN COMMISSION:

THIS IS TO CERTIFY THAT THIS PLAT WAS APPROVED AND ACCEPTED BY THE TOWN COMMISSION OF PEMBROKE PARK, FLORIDA, BY ORDINANCE ADOPTED THIS 8th DAY OF DECEMBER, 1984, AND THAT BY SAID ORDINANCE ALL THROUGHFAGES SHOWN ON THIS PLAT WERE ACCEPTED IN THE NAME OF SAID TOWN AND ALL PREVIOUS PLATS OF THIS LAND ARE CANCELED AND SUPERSEDED.

ATTEST: *John M. Davis*
TOWN COMMISSIONER

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD

BY: *Henry P. Cook*
DIRECTOR OF ENGINEERING
PLA. REC. NO. 15566

SURVEYORS CERTIFICATE

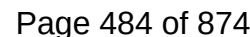
I, MAURICE E. BERRY II, HEREBY CERTIFY THAT THIS PLAT COMplies WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY DIRECTION.

THE PERMITS HAVE BEEN SET WHERE INDICATED AND THE PERMITS WILL BE SET WITHIN ONE YEAR AFTER THE RECORDING OF THIS PLAT.

ALL SURVEY INFORMATION SHOWN ON THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 21M-16, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO FLORIDA STATUTES CHAPTER 177.051. BENCHMARKS ARE SET IN CONFORMITY WITH 35% ORDER ACCURACY.

DATED AT HOLLYWOOD, BROWARD COUNTY, FLORIDA THIS 30 DAY OF JANUARY, 1984.

Maurice E. Berry II
MAURICE E. BERRY II
REGISTERED LAND SURVEYOR NO. 1182
STATE OF FLORIDA



Property Id: 514229050010

**Please see map di



November 15, 2019

90246

This Plan has been Reviewed by the Fire Plans Reviewer. If any item(s) overlooked in the plan review process and discovered during the field inspection, it can be corrected to meet the Code Requirements of the FFPC, NFPA 1 and NFPA 101.

ACREAGE SECTION 29-51-42
BY BSC
AUG 06 2019

Town Of Pembroke Park
JUL 03 2019
Structural Approved
For Code Compliance

TWO STORY
COMMERCIAL #2757
FOLIO NO. 5142 29 05 0010
PARCEL "A"

JUL 02 2019
Received

LINE TABLE	
LINE	LENGTH
LI	176.33'

ADJACENT BUILDING
TWO STORY
COMMERCIAL # 2801
275.09'

HALLANDALE BEACH BLVD.

new location for existing building

NORTH LINE OF - W 1/2 SW 1/4 NE 1/4 SEC. 29-51-42

N.W. COR. - W 1/2 SW 1/4 NE 1/4 - NE 1/4 SEC. 29-51-42

- * INSTALL APPROX OF 6' HIGH ALUMINUM FENCE 1 ROLL GATE
- * INSTALL 54' OF 4' HIGH C/LINK FENCE GALVANIZED
- * INSTALL 170' OF 6' HIGH C/LINK FENCE GALVANIZED 2-ROLL GATE

RESOLUTION NO. 2020-090

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A
CODE OF CONDUCT FOR ELECTED AND APPOINTED
TOWN OFFICIALS; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is imperative that all elected and appointed officials of the Town, while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Town government; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to adopt a Code of Conduct to describe the manner in which elected and appointed officials should treat one another, Town staff, constituents and others they come in contact with while representing the Town of Pembroke Park.

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

Section 1: That the Town Commission hereby adopts the following Code of Conduct for elected and appointed Town officials, to wit:

“CONDUCT GUIDELINES

The following Conduct Guidelines are designed to describe the manner in which elected and appointed Town officials should treat one another, Town staff, constituents, and others they come into contact with while representing the Town of Pembroke Park.

1. Elected and Appointed Officials’ Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all

cases, this common goal should be acknowledged even though individuals may not agree on every issue.

- (a) Honor the role of the chair in maintaining order.

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

- (b) Practice civility and decorum in discussions and debate.

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

- (c) Avoid personal comments that could offend other members.

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control and order during this discussion.

- (d) Demonstrate effective problem solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome to participate regarding matters that affect the community is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) Be attentive to speakers and treat them with respect.

While questions of clarification may be asked, the official's primary role during public testimony is to listen.

- (b) Be fair and equitable in allocating public hearing time to individual speakers.

The chair will determine and announce time limits on individual speakers at the start of the public hearing process.

- (c) Practice active listening.

It is disconcerting to speakers to have members who appear to be uninterested in a speaker's presentation when they are speaking. It is acceptable to review documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those expressions that could be interpreted as "smirking," disbelief, anger or boredom.

- (d) Maintain an open mind.

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials regarding the matter under consideration.

- (e) Ask for clarification, but avoid debate and argument with the public.

Only the chair – not individual members – is permitted to interrupt a speaker during a

presentation. However, a member may ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. Elected and Appointed Officials' Conduct with Town Staff

Governance of the Town relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the Town Commission, and Town staff who implement and administer the Commission's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) Treat all Town staff as professionals.

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

(b) Do not disrupt Town staff from their jobs.

Elected and appointed officials should not disrupt Town staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to meet the official's individual needs. Elected and appointed officials should not attend Town staff meetings unless requested by staff. Even when the elected or appointed official does not say anything at a staff meeting, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) Never publicly criticize an individual employee.

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

through private correspondence or conversation.

- (d) Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity must not attempt to influence Town staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of Town licenses and permits or any other administrative functions.

- (e) Do not solicit political support from staff.

Elected and appointed officials must not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from Town staff. Town staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be conducted away from the workplace.

4. Commission Conduct with appointed officials

The Town has established citizen Boards to assist in the operation of the Town and to allow for community input. Citizens who serve on Boards become more involved in government and serve as advisors to the Town Commission. They are a valuable resource to the Town's leadership and should be treated with appreciation and respect.

- (a) Commissioners attending Board meetings must be careful to only express personal opinions.

Commissioners may attend any Board meeting in the same manner as any member of the public. However, Commissioners should be sensitive to the fact that their participation – especially if it is on behalf of an individual, business owner or developer – could be viewed as unfairly affecting the Board's decision making process. Any public comments by a Commissioner at a Board meeting should be clearly made as individual stating a personal

opinion and not as a Commissioner representing the opinion of the entire Town Commission.

- (b) Limit contact with Board members to questions of clarification.

It is inappropriate for a Commissioner to contact a Board member to lobby on behalf of an individual, business owner, or developer, and vice versa. It is acceptable for Commissioners to contact Board members in order to clarify a position taken by the Board.

- (c) Respect that Boards serve the community, not individual Commissioners.

The Town Commission appoints individuals to serve on Boards, and it is the responsibility of the Boards to follow policy established by the Town Commission. Board members, however, do not report to individual Commissioners, nor should Commissioners feel they have the power or right to threaten Board members with removal from a Board if they disagree with a Commissioner about an issue. Appointment and re-appointment to a Board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board appointment may not be used as a political "reward."

- (d) Be respectful of diverse opinions.

A primary role of Boards is to represent many points of view in the community and to provide the Town Commission with advice based on a full spectrum of concerns and perspectives. Commissioners may have a closer working relationship with some individuals serving on Boards, but Commissioner's must be fair and respectful of all citizens serving on Boards.

- (e) Keep political support away from public forums.

Board members may offer political support to a Commissioner, but not in a public forum while conducting official duties. Conversely, Commissioners may support Board members who

are running for office, but not in an official forum in their capacity as a Commissioner.

IMPLEMENTATION

The Code of Conduct is intended to be self-enforcing and is an expression of the standards of conduct for elected and appointed officials expected by the Town. The Code of Conduct therefore becomes most effective when individuals are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for Town Commission, Town Manager, Town Clerk, applicants to Boards, and newly elected and appointed officials. Members entering office shall sign a statement acknowledging they have read and understand the Code of Conduct. In addition, the Code of Conduct shall be periodically reviewed by the Town Commission and updated as necessary.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this ____ day of August, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

Town of Pembroke Park
Resolution No. 2020-090

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Town Attorney Applicant Log							
No#	Applicant Name	Source	Application Submission Date	Meets Minimum Qualifications	Prescreened by HR	Short-Listed and Recommended for 2nd Round of Interviews	Notes
1	Anderson, Melissa	hr@townofpembrokepark.com	5/19/2020	Yes	07/01/2020 at 4:00 pm	Yes	Recommended to continue in recruitment process.
2	Barlin, Daniel	hr@townofpembrokepark.com	4/23/2020	No	N/A	No	No government experience.
3	Campbell, Shawntozi	hr@townofpembrokepark.com	4/21/2020	No	N/A	No	No government experience. Does not have 10 years of law experience.
4	Green, Kiel	hr@townofpembrokepark.com	5/6/2020	No	N/A	No	Does not have 10 years of law experience. No government attorney experience.
5	Jackson, Jacob	hr@townofpembrokepark.com	4/20/2020	Yes	07/21/2020 @ 2:00 pm	No	Interviewed. Not recommended to continue in recruitment process. No local government experience.
6	LaCroix, Dimilene	hr@townofpembrokepark.com	5/6/2020	No	N/A	No	No government experience.
7	Materi, Jennifer	hr@townofpembrokepark.com	4/22/2020	No	N/A	No	No local government experience. Only tribal government experience.
8	Nahlah, Nabil	hr@townofpembrokepark.com	4/16/2020	No	N/A	No	Does not have 10 years of law experience. No government attorney experience.
9	Pizzi, Michael	hr@townofpembrokepark.com	5/8/2020	Yes	07/21/2020@11:00am	Yes	Recommended to continue in recruitment process.
10	Ruiz Frantzen, Otto	hr@townofpembrokepark.com	4/17/2020	No	N/A	No	Does not have 10 years of law experience. No government attorney experience.
7	Smith, Jose	hr@townofpembrokepark.com	4/10/2020	Yes	07/20/2020 @ 2:00 pm	Yes	Recommended to continue in recruitment process.
12	Spence, Janet	hr@townofpembrokepark.com	5/12/2020	No	N/A	No	Does not have 10 years of law experience. No government attorney experience.
13	Taher, Zerir	hr@townofpembrokepark.com	6/8/2020	No	N/A	No	Does not have 10 years of law experience. No government attorney experience.
14	Wellons, Tamarah	hr@townofpembrokepark.com	6/10/2020	Yes	07/20/2020 @ 11:00 am	No	Interviewed. Not recommended to continue in recruitment process. No local government experience.
15	Woodburn, Lisa	hr@townofpembrokepark.com	5/15/2020	No	N/A	No	No government experience.
16	Paredes, Fernando	hr@townofpembrokepark.com	4/22/2020	Unknown	No	No	Submitted email without resume. Requested resume twice via email on 4/22/20 and 7/16/2020. On 7/17/2020 applicant emailed that he had taken another job.

MELISSA P. ANDERSON, Law Offices PLLC

901 30 Court
West Palm Beach, FL 33407
561.310.9261
m.p.anderson0711@gmail.com

May 19th, 2020

Delivery Via Electronic Mail

Town of Pembroke Park, Florida
Human Resources Department

Re: Town Attorney Position

Dear Sir or Madam,

Please accept this application for appointment as Town Attorney for the Town of Pembroke Park, Florida. I have been a Board Certified City, County and Local Government attorney (a certification granted by the Florida Bar) since 1998 and a practicing attorney since 1990. During the tenure of my career, I have worked with many different government entities in both and in-house and outside counsel capacity. I have also served as corporate counsel for two publicly traded telecommunication companies.

I have extensive legal experience representing cities in Broward County, including the cities of Dania Beach and Miramar, and was an Assistant Broward County Attorney for over a decade. My recent legal projects have included the revamp of the City of Lake Worth Beach Electric Plant's entire pole attachment program and negotiating new pole attachment agreements with entities such as Comcast, AT&T, Crown Castle and Hotwire. The result was a significant increase in pole attachment revenues for the city on a recurring yearly basis. I also have a lot of experience with general local government issues such as public records, government in the sunshine and general procurement, including the Consultant's Competitive Negotiation Act.

While I consider myself a transactional attorney, I have also been involved in various litigation matters in the past, at both the trial court and appellate level. In 2009, I successfully argued DeFalco v. City of Hallandale Beach (2009) at trial court level (won with a summary judgment) and authored winning brief on appeal at the Fourth District Court of Appeal. Recently, I represented the Indian River County School District in controversial public records litigation.

Thank you and please do not hesitate to contact me if you need any further information.

Sincerely,
Melissa P. Anderson, Esq.

MELISSA P. ANDERSON, Law Offices PLLC

901 30 Court
West Palm Beach, FL 33407
561.310.9261
m.p.anderson0711@gmail.com

Professional Experience

Owner, Melissa P. Anderson, Law Offices PLLC

Present

- Ms. Anderson has been a board certified City, County and Local Government attorney since 1998 and has over 25 years of experience handling a broad variety of local government issues, including code enforcement, land use and real estate, utilities, and telecommunications matters.
- Ms. Anderson currently represents the City of Hialeah in telecommunication matters. She is also Special Magistrate for several divisions of Broward County government, including Environmental and Consumer Protection, Building Code Services, and Zoning and Code Enforcement.

Senior Associate, Torcivia, Donlon, Goddeau & Ansay, P.A.

July 2018 – March 2020

- Ms. Anderson primarily represented the city of Lake Worth Beach in all telecommunications matters.
- Ms. Anderson represented several cities in Palm Beach County in general local government matters and served as special magistrate for the Town of Palm Beach Shores.

Owner, Law Offices of Melissa P. Anderson, PLLC

June 2016 to July 2108

- Firm provided legal services in all areas of transactional law and local government law, including telecommunications law, real estate, land use, and contract drafting and negotiation.
- Representative clients included Broward County, the City of West Palm Beach, Airbnb, Hugh Anderson Realty, Equity International and The Palisades Group, *inter alia*.

Corporate Counsel, SBA Communications, Inc.

Nov. 2015 to June 2016

- One of the largest providers of wireless telecommunications infrastructure across North, Central and South America.
- Served as general counsel for the company's newly created Distributed Antenna Systems

("DAS") & Small Cells division, which was founded in mid-2015. As general counsel for the DAS and Small Cells division, duties were wide ranging and included: the drafting and negotiation of complex commercial contracts; advice to the client on all issues involving telecommunications matters which impacted DAS and small cell technologies; staying abreast of all federal, state and local matters as they affected the client; and taking part in the strategy and planning of future business activities.

Government Relations Counsel, Crown Castle, Inc.

July 2012 to Aug. 2015

- Crown Castle is the largest provider of wireless telecommunications infrastructure in the United States and a pioneer in wireless microcellular infrastructure.
- As the Government Relations Counsel for the corporation in the Southeastern United States (Florida, Georgia, Alabama, Arkansas, North Carolina, South Carolina, Tennessee, Mississippi and Puerto Rico), primary duties included advising the client in relation to all regulatory requirements, contract drafting and negotiations, and the handling of all real estate, land use, and environmental matters as they affected the corporation's small cell networks business.

Assistant City Attorney, City of Lake Worth, Florida

November 2011 to July 2012

- Advised the client in relation to all aspects of local government law, with an emphasis on land use, real estate law, labor and employment law, environmental law, utilities, contract drafting and negotiation, administrative litigation, and procurement.

Assistant County Attorney, Indian River County, Florida

June 2010 to June 2011

- Advised the client in relation to all aspects of local government law, with an emphasis on land use, labor and employment law, real estate law, litigation, code enforcement, utilities, procurement, labor, contracts, bankruptcy and emergency services.

Deputy City Attorney, City of Hallandale Beach, Florida

March 2008 to September 2009

- Primary areas of practice included land use, environmental, code enforcement, real estate, utilities, contracts, procurement, labor, police matters, forfeiture, litigation, and appeals.
- Successfully argued *DeFalco v. City of Hallandale Beach* (2009) at trial court level and authored winning brief on appeal at the Fourth District Court of Appeal.

Of Counsel, Weiss Serota, et al, Fort Lauderdale, FL

February 2006 to January 2008

- Attorney in the Municipal Land Use Group where responsibilities included advising various governmental entities, including Aventura, Bal Harbour, Dania Beach, Sunrise,

Royal Palm Beach, Homestead, the Delray Beach Housing Authority and Miami Lakes in land use, real estate, environmental, and general local government law.

- As outside counsel for the Village Of Royal Palm Beach, led a coalition of attorneys representing Palm Beach Gardens and West Palm Beach in defeating a large scale mixed-use residential and commercial Development of Regional Impact in rural western Palm Beach County.

Assistant County Attorney, Broward County, Florida

May 1990 to February 2006

- Represented the Broward County Department of Port Everglades and the Broward County Department of Planning and Environmental Protection.
- Sat with and advised the Broward County Water Advisory Board.
- Advised clients in relation to all aspects of local government law, including “298 Special Drainage” water management districts, real estate, utilities, construction law, procurement matters, maritime law and seaport security, land use, and environmental protection.

Licenses and Certifications

- Member, Florida Bar, in good standing since 1990
- Board Certified Specialist by Florida Bar in City, County and Local Government Law since 1997
- Florida Licensed Real Estate Agent (SL3359351)

Education

- Juris Doctor (JD), University of Florida College of Law, Gainesville, FL
- Bachelor of Arts (BA) in English, University of Florida, Gainesville, FL

Professional Associations and Awards

- Member, Florida Bar’s Environmental and Land Use Law Section, as well as the City, County and Local Government Law Section
- Former Board Member, Florida Bar’s Environmental and Land Use Law Section’s Executive Council
- Former Editor, Florida Bar’s Environmental and Land Use Law Section’s articles in the Florida Bar Journal
- Recipient of the Florida Bar’s Environmental and Land Use Law Section’s Judy Florence Memorial Outstanding Service Award

DANIEL BARLIN

(954) 651-2575
DANIELBARLIN@GMAIL.COM

235 ALEDO AVENUE
CORAL GABLES, FL 33134

EXPERIENCE:

LEASING CONSULTANT (July 2018-Present) - MIAMI, FL

- Advised law firms and clients on current-practices and standards related to operating leasing, return conditions, statutory owner trusts, FAA and EASA regulations, concentration conditions, International Registry provisions, deregistration powers of attorney, insurance, assignments of warranties, Section 1110 bankruptcy provisions, quiet enjoyment letters, Capetown Convention provisions, buyer-furnished equipment, letters of intent, credit agreements, purchase agreements and engine sales and leases.

AERCAP HOLDINGS, N.V. (April 2012-June 2018) - FORT LAUDERDALE, FL

Vice President - Legal

- Responsible for drafting, review and negotiation of operating leases, refinancing agreements, securitized aircraft financings, sale/leaseback agreements, letters of intent, third-party servicing agreements, purchase agreement assignments, confidentiality and non-disclosure agreements, purchase and sale agreements, guarantees, insurance certificates and consignment agreements.
- Responsible for overseeing all aspects of ongoing leases and any related financings for approximately 125 aircraft on lease to airlines including American Airlines, United Airlines, JetBlue, Delta, Virgin, Frontier, Spirit, Alaska, Air Canada, LATAM Airlines Group, KLM, Boliviana, VivaColombia, Garuda Indonesia, Qantas, Air New Zealand, China Airlines, Xiamen Airlines, Sunwing and Westjet.
- Responsible for handling defaults, formulating action plans for the repossession of aircraft and any related bankruptcy claims.
- Member of a team of four core attorneys responsible for closing AerCap's \$7.3B acquisition of ILFC from AIG.
- Lead attorney responsible for completing the ownership transfer of 1,300 aircraft from ILFC.
- Served as a Director on the boards of several AerCap subsidiaries.

VEDDER PRICE P.C. (2004–2011) - NEW YORK, NY

Attorney – Aviation Finance and Transactions Group

- Represented lenders and borrowers on a wide variety of commercial and structured matters, including leveraged lease transactions, back-leveraged transactions, secured transactions and cross-border finance transactions.
- Drafted and negotiated credit agreements, security agreements, trust agreements, intercreditor agreements, participation agreements and loan guarantees.
- Advised LLCs, partnerships and corporations on matters of corporate governance.
- Represented and advised accounting firms on professional regulation and licensing issues.
- Selected public representations include the Export-Import Bank of the United States, Amtrak, Wells Fargo, Deutsche Bank, Citibank, N.A., RBS, Crédit Agricole, ANZ, Nord LB, KfW and CIC.

EDUCATION:

NYU SCHOOL OF LAW (2005) New York, NY - Juris Doctor

STATE UNIVERSITY OF NEW YORK AT ALBANY (1994) Albany, NY - B.A., cum laude

ADMITTED: New York State

AFFILIATIONS: American Bar Association

Shawntozi Y. Campbell, Esq.

Licensed to Practice Law in the State of Florida

1036 NE 209th Terrace Aventura, FL 33179 • shawncampbellesq@gmail.com • 786-285-4004

To Whom It May Concern:

As a licensed Florida Attorney and an honors graduate of St. Thomas University School of Law, I am prepared to proficiently advise on legal matters related to ethics, personnel, ordinances, contracts, and land use. draft legal documents. Most importantly I am well-versed and inspired by the practice of law. I am interested in your available Town Attorney position.

As a Ph.D. graduate in Criminal Justice Organization and Management at Nova Southeastern University, the topic of my dissertation, The Prevalence of Hate Crimes Motivated by Sexual Orientation in Florida After the Legalization of Same-sex Marriage, was the first study to investigate whether politics and court action in the form of public policies may increase or decrease the occurrence of hate crime victimizations. Data analysis revealed that reports of hate crimes motivated by sexual orientation in Florida increased from a mean of 25% in the three years prior to the decision to 30% in the two years after the legalization of same-sex marriage. However, the reason for the increase in reported incidents has yet to be determined and in fact may be a result of an increase in the number of participating Florida law enforcement agencies.

While completing my PhD, I was a Professor at several universities in South Florida recognized for their culturally diverse student and professorial populations. I have instructed courses on campus and online including Introduction to Criminal Justice, Criminal Investigations, Comparative Criminal Justice, Criminal Law, Criminal Evidence and Procedure, Business Law and Business Ethics. The flexibility as a Professor allowed me to successfully complete my dissertation in May 2019.

While attending St. Thomas University School of Law, I interned with its Immigration Clinic serving noncitizens. Throughout my time in the Immigration Clinic I received hands-on experience on the analytical, legal, and ethical tools needed to provide high-quality legal services. Upon graduation, I was employed as a Law Clerk for a solo practitioner. As with any small business, job duties varied from day to day with the common goal of doing what is necessary for the client. During my employment as a Law Clerk for Cotzen Law, P.A., I performed with ease various duties such as intake interviews, client relations, drafting and filing motions, appeals, conducting and analyzing discovery and contact with opposing counsel and court personnel.

As a law school graduate, I have further gained invaluable experience in legal areas such as immigration, foreclosure defense, contract law and family law. Currently, I represent homeowners in first-party lawsuits against their property insurance carrier for unpaid or underpaid property damage claims. While in this position I supervise several support staff and I have received high regards for my legal research and writing and personable client relations.

What my resume does not describe is my character. I am a conceptual thinker, a generator of creative ideas, and a self-motivator. In addition, I am very trustworthy, detail oriented, organized, and I work well with others.

I thank you in advance for your consideration and welcome the opportunity to meet for an interview to further discuss my qualifications.

Sincerely,

Shawntozi Y. Campbell, Esq.

Shawntozi Y. Campbell, Esq.

Licensed to Practice Law in the State of Florida

1036 NE 209th Terrace Aventura, FL 33179 • shawncampbellesq@gmail.com • 786-285-4004

EDUCATION

Nova Southeastern University, Davie, FL

Doctor of Philosophy, Criminal Justice

May 2019

GPA: 4.0

St. Thomas University School of Law, Miami, FL

Juris Doctor, *cum laude*

May 2011

GPA: 3.3

Florida Atlantic University, Boca Raton, FL

Bachelor of Arts, Criminal Justice, *cum laude*

December 2008

GPA: 3.7

EXPERIENCE

The Mineo Salcedo Law Firm, Davie, FL

September 2019-Current

Practice areas include plaintiff insurance litigation with emphasis on contract analyzation and interpretation, legal research and analysis, and drafting and e-filing legal documents. Responsible for the development of litigation strategies, court appearances, depositions, examinations under oaths, and real property inspections. Maintain client files and communications.

Miami-Dade College North Campus, Miami FL

December 2019- Current

Adjunct Professor

Prepare and execute course plans and materials for criminal justice courses conducted in traditional classroom setting. Responsible for monitoring student progress and attendance, advising students, utilizing grading rubrics in conjunction with consistent feedback, and performing progress assessments.

Columbia Southern University, Online

January 2020-Current

Adjunct Professor

Provide criminal justice and constitutional law program instruction incorporating innovative teaching methodologies through Blackboard to facilitate classroom discussions, assessing student performance and providing constructive criticism and feedback.

Johnson & Wales University, North Miami Beach, FL

August 2018-November 2019

Adjunct Professor

Prepare course plans and materials for criminal justice courses on campus. Responsible for monitoring student progress and attendance, advising students, recording grades and submitting reports through Blackboard.

Keiser University, West Palm Beach, FL

August 2017-August 2019

Professor

Prepare course plans and materials for criminal justice and law-based courses (Business Law, Legal Ethics, Criminal Investigations, Criminal Law, Comparative Criminal Justice, Criminal Evidence and Procedure, Constitutional Law) to educate to students both on campus and online. Responsible for monitoring student progress and attendance, advising students, recording grades and submitting reports through online platform Blackboard. Plan, research and develop criminal justice course concentrations to offer to current students and promote new student enrollment.

Shawntozi Y. Campbell, Esq.

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Cotzen Law, PA, Aventura, FL

Law Clerk

January 2015- August 2017

Practice areas included family law, foreclosure defense, personal injury, contract law, and employment discrimination. Performed legal research and analysis, drafted and e-filed legal documents, assisted in developing litigation strategies and coordinated hearings. Maintained client files and communications, legal calendar, and billing.

Consilio, Miramar, FL

Legal Compliance Analyst

May 2012 – June 2017

Performed enhanced legal compliance and due diligence reviews which involved analysis of transactional activity and legal documents at various stages of litigation to determine satisfactory compliance with state and federal laws and regulations. Submitted reports regarding client violations and recommendations for resolution.

SKILLS

Proficient in Westlaw, MS Word, Excel, PowerPoint, Blackboard, uLearn, Outlook.

KIEL J. GREEN

Address: 6860 Harding Street, Hollywood, FL 33024 / Email: kiel@kgreenlegal.com / Phone: (772) 332-1869

EDUCATION

FLORIDA STATE UNIVERSITY COLLEGE OF LAW, J.D., May 2015

Dispute Resolution Society – 2013 Negotiation Competition Champion

Dean's List Spring 2015

Business Law Certificate Recipient

UNIVERSITY OF FLORIDA, B.S. in Sport Management, Minor in Business July 2012

Phi Kappa Tau – President

Florida Blue Key – Class of Spring 2011

ACCENT Speaker's Bureau – Director of University Relations

Student Senator, District C

EXPERIENCE

METROPOLITAN INVESTMENT, Miami, FL

Chief Legal Officer | Managing Director

April 2019 – Present

Deputy General Counsel

July 2018 – April 2019

Serve as Managing Director, US and Chief Legal Officer for a European based private equity and real estate development firm's activities in the United States. Oversee and manage the legal and operational components of the real estate development and acquisition process including project analysis, site selection, due diligence, drafting purchase and sale agreements, capital raising, obtaining entitlements, project management, and loan origination/negotiation. Provide oversight and legal support to a real estate brokerage subsidiary. Also responsible for all corporate legal functions including human resources, employment law, compliance, commercial leasing, and insurance matters. Create operating agreements and determine appropriate structures for the joint ventures necessary to maximize revenue and stabilize acquired real estate assets.

NIZNIK BEHAVIORAL HEALTH, Miami Gardens, FL

August 2017 – July 2018

Corporate Counsel

Served as chief advisor on legal and business expansion matters to the CEO. Supervised a team of five attorneys and one paralegal. Primary responsibilities included real estate acquisition, property development, and commercial leasing for the purposes of establishing new revenue streams and lines of business. Regular duties involved overseeing real estate transactions, dealing with land use and zoning changes, drafting construction contracts, advising on software licensing issues, drafting and overseeing service agreements, and serving as the primary legal advisor to the human resources department. Additional responsibilities included drafting and implementing corporate policies and procedures and business development.

GREATER MIAMI CHAMBER OF COMMERCE, Miami, FL

October 2016 – August 2017

Director of Governmental Affairs

Lead policy creation and advocacy for the largest business organization in South Florida. Responsible for monitoring legislative issues that affect the greater business community at the local, state, and federal level. Developed and implemented political action strategies. Worked with local and state officials on public advocacy efforts surrounding the implementation of the SMART Plan.

MIAMI-DADE BOARD OF COUNTY COMMISSIONERS, Miami, FL

August 2015 – October 2016

Legislative Director – Commissioner Juan C. Zapata (District 11)

Performed legal and public policy research used to guide the legislative efforts of the office. Interpreted statutes and worked with County Attorney's Office to develop policy. Provided analysis and input on the land use and zoning matters that came before the Commission. Worked with department heads and department staff to solve constituent issues and to work on legislation to help improve their efficiency. Analyzed proposed legislation and provided voting recommendations. Coordinated state legislative affairs and lobbied state and federal elected officials. Drafted op-eds, talking points, and press releases related to all legislative matters before the Commissioner.

CAPITOL INSIGHT LLC, Tallahassee, FL

January 2015 – June 2015

Governmental Relations Intern

Worked with partners to craft business strategy and develop legislative priorities. Provided legal analysis on proposed legislation and agency rules. Performed background research and develop talking points for meetings with clients and members of the Legislature. Worked with elected and appointed government officials and their staffs to track changes in relevant laws, rules, or policies.

FLORIDA HOUSE OF REPRESENTATIVES, Tallahassee, FL

October 2013 – May 2014

Legislative Internship Program – Office of the General Counsel

Drafted advisory opinions for Representatives on voting conflicts, lobbying bans, dual office holding requirements, and campaign finance regulation. Conducted research for arguments before the Florida Supreme Court involving constitutional challenges to the ballot language used in the proposed medical marijuana amendment. Regularly participated in meetings about legal strategy and pending advisory opinions with Representatives and their staff.

EXECUTIVE OFFICE OF THE GOVERNOR, Tallahassee, FL

June 2013 – October 2013

Intern for the Director of Outreach – Office of External Affairs

Contacted state and local political leaders and compiled allocation databases for preceding fiscal years. Worked directly with the Director of Outreach to determine preliminary budget outreach priorities for the 2014 legislative session.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES, Tallahassee, FL

January 2013 – July 2013

Law Clerk, Division of Workers Compensation Compliance

Drafted discovery requests, interrogatories, motions for dismissal, recommended and final agency orders, deposition questions, and settlement agreements. Performed legal research focused on worker's compensation compliance and administrative procedures.



Law Offices of Jacob C. Jackson, P.A.

Law Offices of Jacob C. Jackson, P.A.
111 North Pine Island Road, Suite# 208
Plantation, FL 33324

P: 954.577-5764 • F: 954-577-5153 • www.jcjacksonpa.com

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

Re: Town Attorney Position

To Whom It May Concern

My name is Jacob ("Jake") C. Jackson and I am responding to your advertisement regarding the *Town Attorney position for the Town of Pembroke Park*. I believe that my qualifications and experience make me uniquely qualified for this position due to my legal experience and continued practice in the area of governmental law would make a great fit for the role of Town Attorney.

I currently serve as the contracted general counsel for the Early Learning Coalition of Broward County, FL ("ELC"). This is a statutorily-created, public entity that is overseen by a board of directors and a chief executive officer. The organization is funded with federal and state funds and acts as a pass-through entity providing services for children and their families in Broward County. In my capacity as general counsel, I provide legal advice and consultation to a board of 25 members as well as provide legal support services to the executive management team for the organization. The areas in which I provide legal support and consultation for this organization are as follows: contracts, labor & employment, licensing (including representing the entity in any hearings or appeals), ethics, governance (board & Roberts Rules of Order), public entity law (public records, sunshine, etc..) procurement, risk management, real estate (leasing), and litigation.

I have also served as the former Regional Counsel for the Southeast Region for the Department of Children and Families ("DCF"). In that position, I was responsible for the oversight and management of the second largest region in the State of Florida (Broward & Palm Beach counties). I acted essentially as the "general counsel" for the Southeast region for DCF. As a regional counsel, I was charged with the oversight and management of the day to day operations (including but not limited to the handling of the budgetary and administrative issues) for the legal departments located in Palm Beach and Broward counties. Due to my role as region counsel, I was also part of the region's executive leadership team which was composed of the regional heads for budget, operations, human resource, information technology, programs, customer service, and facilities management. In my role as Southeast regional counsel for DCF, I oversaw multiple areas of law and provided legal as well as non-legal consultation to the members of the executive leadership team and the organization. My areas of legal practice during my time at DCF were as follows: *contracts, labor & employment, licensing (hearing and appeals), ethics, public entity law (public records, sunshine, etc..), regulatory/compliance (statutory& agency), procurement, real estate (leases and purchases), risk management, and litigation (civil and administrative)*. I also worked with both local county and municipalities during my time at DCF to deal with local issues that affected the citizens of those counties and had to determine the application of county and city codes and ordinances to state laws.

As a former assistant state attorney and insurance defense attorney, I have years of extensive courtroom, hearing and trial experience and have significant experience in the management of outside counsel for a public entity.

In addition to my governmental experience in Broward County, you will note from reviewing my resume that I have real estate transactional experience in the area of commercial real estate/development law (title, easements, lease, purchase agreements, permits, and some construction issues), property management and general contract law. In my capacity as an in-house counsel for a major corporation, I drafted and negotiated various leases/purchase agreements, easements and other contracts for our commercial real estate deals. I currently serve as a licensed title/settlement agent with Old Republic National Title Insurance Company and actively conduct real estate closings and title work on behalf of a large banking entity, 21st Mortgage Corporation, throughout the state of Florida. In addition, I am a licensed real estate agent with the Keyes Company in Fort Lauderdale and have familiarized myself with certain HUD related issues.

In terms of my experience in dealing with public boards, I have significant experience in that area due to acting in my current capacity as General Counsel for the Early Learning Coalition of Broward County, Inc as well as being a former member of Broward Health's Board of Commissioners.

As you can see from my resume and cover letter, my work and dedication in terms of government services has been significant and ongoing and I believe I can help your organization as well.

If you have any questions, please do not hesitate to contact me.

A handwritten signature in blue ink, appearing to read 'Jacob C. Jackson', with a long horizontal flourish extending to the right.

Jacob C. Jackson, Esq.

Jacob C. Jackson, Esq.

111 North Pine Island Road, Suite 208
Plantation, FL 33324

954-803-0223
jcjackson@jcjacksonpa.com

PROFESSIONAL EXPERIENCE:

JUNE 11- PRESENT

Law Offices of Jacob C. Jackson, P.A., Pompano Beach, FL

Law Firm specializing in the following practice areas: Public Entity Law (public records, sunshine, etc...), Procurement, Administrative, Contracts Ethics, Governance (Roberts Rules of Order), Risk Management, Regulatory/Compliance, Labor and Employment, Real Estate (contracts, & title work) and Business and Civil Litigation.

***General Counsel for the Early Learning Coalition of Broward County, Inc., a \$94 million dollar statutorily-created quasi-public nonprofit organization in Broward County. The organization has a 25-member board with certain members being appointed by the Governor.**

***Closing/Title Agent with the Fund. Statewide closer for 21st Mortgage Corp (National Lender)**

***Florida-licensed Real Estate Agent with the Keyes Company**

JULY '06-JUNE '11

Florida Department of Children and Families-Southeast Regional Counsel, Ft. Lauderdale, FL-

Chief Legal Counsel for Broward and Palm Beach counties (second most populated region in Florida) for the General Counsel's Office of DCF. Part of the executive leadership and management team for the Southeast Region. Formerly responsible for the management of two law offices within the Southeast Region.

Former Chairman of the Risk Management Workgroup for the Southeast Region. Former Chief Legal Counsel for Broward and Former Acting Southern Region Counsel (Dade and Monroe counties).

Areas of practice are as follows:

-Responsible for management of the legal department including supervision of all legal personnel for two counties.

-Responsible for the preparation of a budget for the legal department.

-Risk Management (preventive law, incident reports, policy reviews, and safety issues)

-Litigation Management/Litigation (court appearances & oversight of outside counsel)

-Regulatory/Compliance/Licensing

-Governance/Ethics//Public Entity Law- (ethics, public records, sunshine etc...)

-Government & Commercial Contracts

-Memorandum of Understanding Agreements

-Procurement law (RFP, RFQ, ITB, ITN)

-Public Employment/Labor Relations law (Arbitration, Administrative Hearings (PERC), Labor Relations). Member of FMLA statewide committee.

-Administrative Law & Hearing representation

-Leasing, Liens and Real Estate Law

JANUARY 06- JULY 06

Jacob C. Jackson, P.A., Pompano Beach, FL

Law Firm specializing in the following practice areas: Civil, Business and Real Property Litigation

MARCH '02-JANUARY 06

Bristol West Insurance Company-In-house Counsel, Hollywood, FL

Areas of practice were as follows:

Civil litigation/Insurance defense (Personal Injury Protection, Bodily Injury). Handled all aspects of civil litigation from filing of answer to representation of client as lead counsel at time of trial.

JULY '01-MARCH '02

United Automobile Insurance Company/Litigation Associate, Coral Gables, FL. Areas of practice were as follows:

Civil litigation/ insurance defense (Personal Injury Protection, Bodily Injury). Handled all aspects of civil litigation from filing of answer to representation of client as lead counsel at time of trial.

SEPTEMBER '00- JULY '01

Altman, Kritzer & Levick, P.C., Associate, Atlanta, Ga

Areas of practice were as follows:

- *Commercial real estate (acquisitions, dispositions, title matters and real estate development)
- *Retail leasing
- *Property management issues.
- (Firm ceased operations)

OCTOBER '97-APRIL '00

Darden Restaurants Inc., (Red Lobster/Olive Garden/Bahama Breeze) Staff Counsel, Corporate Headquarters, Orlando, FL

The world's largest casual dining restaurant chain. Areas of practice were as follows:

- * Substantive contract negotiation and drafting experience.
- * Responsible for the acquisition and disposition of restaurant properties (from initial negotiations to the opening of the restaurant)-Commercial Real Estate Development Law
- * Responsible for the negotiation, drafting and management of commercial leases for all of the concept restaurants in the U.S. and Canada.
- * Review of commercial contracts.
- * Responsible for the supervision of real estate litigation and property management matters concerning Darden Properties.
- * Involved in both the legal and business decision making process for potential and on-going deals.
- * Preparation of memorandums for corporate officers relating to active deals and litigation.
- * Frequent client contact and exposure.

APRIL '97-OCTOBER '97

Conroy, Simberg and Ganon, P.A., Associate, Orlando, FL

Areas of practice were as follows:

- *Insurance Defense
- *General Liability
- *Workers Compensation.

AUGUST '94-APRIL '97

Office of the State Attorney for the Ninth Judicial Circuit, Assistant State Attorney, Orlando, FL

Felony Prosecutor. Extensive negotiation, trial (33) and courtroom experience.

PUBLIC OFFICE:

*Former Commissioner for the North Broward Hospital District (now known as Broward Health) from 2005-2007.

HONORS:

-2010 David Productivity Award for Labor Relations/Employment (saved DCF \$873,000)
-2011 DCF Circuit 17 (Broward County) Shooting Star Award for Leadership
-DCF Southeast Region (Broward and Palm Beach County) Award for Team Work in the area of Contracts 2010
-2009 Davis Productivity Award for Litigation Reduction
-Awards in the area of Procurement and Diversity from Broward Healthcare Systems (formerly the North Broward Hospital District) - November 2007
Florida Blue Key Leadership Honorary, Spring 1990
Honorable Mention for Outstanding Graduating Male Senior, Spring 1991
Graduated with Leadership Honors, Spring 1991
Dean's List- Law School 1992-December 1992 (Received notice on January 13, 1993)
Phi Delta Phi
Who's Who Among American College Students
UF's Presidential Recognition Award.
City of Gainesville's Human Relation's Award

EDUCATION:

Graduate Degree
University of Florida College of Law,
Juris Doctorate degree awarded May, 1994
Law School Academic Honors, Fall 1992, Spring 1994

Undergraduate Degree
B.S. in Public Relations, **University of Florida** May 1991

LICENSES/CERTIFICATIONS:

Florida Bar- Bar#-0039918
Health Care Risk Manager- AHCA License #5504149

COMMUNITY:

Aging and Disability Resource Center Advisory Council- 2019-Present
Member of the Community Health Services Resource Council- 2005-2007
Board Member for the Mount Olive Development Corporation- 2003-2005

DIMILENE LACROIX

10424 Sail Place, Boca Raton, FL 33498 | 561-405-8313 | dglacroix@gmail.com

May 6, 2020

SENT ELECTRONICALLY VIA EMAIL TO: HR@TOWNOFPEMBROKEPARK.COM

Human Resources
The Town of Pembroke Park
Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Subject: Town Attorney

Attention Human Resources:

Please find attached résumé for the Town Attorney role. As an attorney generalist, I would enjoy contributing to the broad range of legal issues your office handles. Currently, I live in Boca Raton but work in Tampa. I am looking for a role closer to home, where I can build a long-term career, and remain engaged with a diverse set of legal issues.

With the valuable legal knowledge and transferable skills that I have gained, I am ready and able to successfully take on the Town Attorney responsibilities. Please contact me at (561) 405-8313 to discuss my joining The Town of Pembroke Park.

Sincerely yours,

Dimilene LaCroix

Attachments: Résumé for Dimilene LaCroix (1)

DIMILENE LACROIX, JD, MBA

10424 Sail Place, Boca Raton, FL 33498 | (561) 405-8313 | dglacroix@gmail.com

PROFESSIONAL SNAPSHOT

Technical Skills

- Practicing attorney with significant generalist in-house counsel experience across: two international banks, two Fortune 500 companies, and two financial technology (FinTech) start-up companies
- Consultant on corporate governance, securities, contracts, operations, cybersecurity, HR, and regulatory matters

Soft Skills

- Agile strategist with the tact to ask the right questions and caution to employ a balance of risks and opportunities
- Hard worker with the resilience to make difficult but crucial decisions to drive corporate strategy forward
- Adaptive decision-maker with transferable experience and ability to lead high-performing business / legal teams

EDUCATION

Howard University School of Business | *Master of Business Administration* | Washington, D.C. | Dec 2021

Hofstra University School of Law | *Juris Doctor* | Hempstead, NY | Jan 2006

Nova Southeastern University | *Bachelor of Science in Business Administration* | Ft. Lauderdale, FL | May 2003

LEADERSHIP TRAINING

Hillsborough County Bar Association | *Bar Leadership Institute* | Tampa, FL | May 2020

Yale School of Management | *Executive Leadership Program* | New Haven, CT | Nov 2019

PROFESSIONAL ASSOCIATIONS/CERTIFICATIONS

Florida State Bar | *Licensed Attorney*

Certified Compliance and Ethics Professional | (CCEP)

Certified Regulatory Vendor Program Manager | (CRVPM)

PROFESSIONAL EXPERIENCE

JPMORGAN CHASE & CO. – Tampa, FL

May 2019 to Present

Vice President, Assistant General Counsel

Publicly Traded International Bank Holding Company. Support the Investment Bank's capital markets team with mortgage-backed securities sales, SEC compliance, and home lending vendor management. Fulfill Firm's portfolio de-risking efforts as lead attorney on nonperforming and reperforming mortgage securities sales. Negotiate contracts during real-time bids

Notable Contributions:

- Leading a team of attorneys to supervise the complex due diligence for large-scale billion-dollar transactions
- Team up third-party vendor lines of businesses on agreements with vendors offering capital markets solutions
- Closed deals affecting over \$1B and currently working on largest mortgage securities deals totaling \$16B

O'NEILL AND PARTNERS, LLC – Boca Raton, FL

Sep 2018 to May 2019

Senior Counsel

Financial Services Law Firm. Sourced solutions, as outside general counsel, for SEC investment banking, broker-dealers, cryptocurrency, anti-money laundering, Know-Your-Customer (KYC), privacy, and mortgage regulatory compliance issues

Notable Contributions:

- Assisted clients in ventures such as trading platforms and customer-facing digital infrastructure by drafting SAAS agreements that comply with regulatory licensing and KYC, privacy, and consumer protection regulations
- Built 50-state and international licensing matrices and counseled clients on related application issues

OCWEN FINANCIAL CORPORATION – West Palm Beach, FL

Sep 2016 to Sep 2018

Counsel, Enterprise Compliance

Publicly Traded Parent Company to Several U.S. and International Mortgage Subsidiaries. Advised on mortgage securitizations, vendor management, intellectual property, privacy, regulatory compliance, and HR issues

Page 1 of 2

DIMILENE LACROIX, JD, MBA

10424 Sail Place, Boca Raton, FL 33498 | (561) 405-8313 | dglacroix@gmail.com

Notable Contributions:

- Reduced legal spend by 20% | Managed outside counsel & budgets
- Attended >100 audits /exams as legal counsel to interface with regulators, investor and third-party vendors
- Drafted and revised >125 policies; Reviewed 40 to 50 ombudsman consumer complaint responses per week
- Managed legal issues for 5,000 vendors; Advised on 2,500+ nonbank mortgage licenses/registrations

SERVICE FINANCE COMPANY – Boca Raton, FL

Apr 2016 to September 2016

Interim Vice President, Legal and Compliance

50-State Online Financial Technology (FinTech) Privately Held Company Specializing in Home Improvement Loans

Notable Contributions:

- Revamped regulatory compliance framework. Prepped C-Suite executives for investor relations examinations
- Served as key attorney for two M&A deals. Resolved material, outstanding litigation matters prior to transactions

CIRCLEBACK LENDING – Boca Raton, FL

Aug 2015 to Mar 2016

Legal and Compliance Associate

50-State Lending Online Financial Technology (FinTech) Privately Held Company. Managed corporate governance matters, lending securitizations, and built regulatory compliance infrastructure. Interfaced with regulators. Advised HR, lending, collections, servicing, marketing, IT, complaints, fraud, and executive departments.

Notable Contributions:

- Managed a team of paralegals and compliance auditors. Organized the Board of Directors meetings
- Advised on systems design of: (1) consumer complaints response tracking and (2) marketing creatives approval
- Charged as legal custodian of records retention, nonbank licenses, and contracts repository.
- Delivered live compliance trainings and new-hire trainings. Tracked outside counsel litigation matters and budget

JPMORGAN CHASE & CO. – Tampa, FL

Jan 2013 to Aug 2015

Legal Consultant – State Law

Publicly Traded International Bank Holding Company. Supported all consumer bank areas by keeping a proprietary repository updated with latest legislation, laws and regulations

Notable Contributions:

- Consulted on design/implementation of a proprietary, federally mandated repository of state mortgage laws
- Tracked laws and published legal announcements about thousands of laws across all 50 states US territories

WELLS FARGO & COMPANY – Boca Raton, FL

Sep 2011 to Jan 2013

Legal Consultant – Regulatory Compliance

Publicly Traded International Bank Holding Company Parent to Several National Subsidiary Banks and Nonbanks

Notable Contributions:

- Assisted with Wachovia post-acquisition and integration activities, especially with all Dodd-Frank Act regulations
- Led “train-the-trainer” exercises and mock audits to help gain and sustain approvals with multiple federal agencies

SOUTHERN COMPANY – Atlanta, GA

Sep 2009 to Sep 2011

Legal Consultant – Office of the Secretary

Publicly Traded Parent Company of Gas and Electric Utilities (Georgia Power, Mississippi Power, and Alabama Power), Nuclear Plants and Telecommunications Subsidiaries. Prepared materials and presentations to be disseminated to directors, officers and board members regarding officer selection and succession plans, compliance audits, and stock info

Notable Contributions:

- Assisted the Corporate Secretary on Board of Directors meetings, minutes, resolutions, and stock transfers
- Helped with document custodian responsibilities to ensure compliance with bylaws and corporate charters
- Designed board presentations on D&O and board compensation, audits, taxation, rate cases, and regulatory issues
- Consulted on company-wide GLSCAPE legacy conversion to Oracle affecting multiple consumer-facing subsidiaries

Page 2 of 2

Jennifer B. Materi

(954) 702-9350 ♦ JenniferMateri@gmail.com

April 22, 2020

To Whom It May Concern:

Attached please find my resume for consideration for the Town of Pembroke Park Attorney position. My experience as in-house counsel for the Miccosukee Tribe and Seminole Tribe strongly align with the skills and qualification for the Town Attorney position. Both the Miccosukee and Seminole Tribes are self-governing sovereignties with their own laws, codes, court, and police department. Nevertheless, they do not operate in vacuum; Tribes are subject to federal law, frequently adopt local, state and federal laws after thorough legal review and must abide by state law for continued participation in State regulated programs.

Indian tribal governments while featuring untraditional characteristics strongly mimic local municipalities. Due to this diversity, as a tribal attorney I have been exposed to virtually all areas of the law. Tackling a wide variety of issues with tact in the interest of a governmentally based client. I have developed into a resourceful individual who utilized independent judgment, a distinctive ability to anticipate and evaluate solutions and uniformly provide appropriate counsel and protection for my client.

Furthermore, I am highly effective in establishing an excellent rapport and maintaining a solid working relationship with management and staff, opposing counsel, elected officials and the public and private interests they regulate and/or influence.

I am confident that my experience, strong work ethic, and tactful communication skills qualify me as a lead candidate for the position. I look forward to discussing this opportunity and demonstrating that I am the correct choice to fulfill this appointment. Thank you for your time and consideration.

Sincerely,

Jennifer B. Materi

Jennifer B. Materi

(954) 702-9350 ♦ JenniferMateri@gmail.com
State Bar of Florida- Law License # 88646

Professional Experience

Miccosukee Tribe of Indians of Florida

Assistant General Counsel

September 2016 – Present

Federally recognized Indian Tribe located in the remote Everglades. The Tribe has its own governing body. Independently the Tribe owns and operates a gaming facility and other enterprises to generate revenue. These funds are used to support the tribal members and reservation services, including a police department, tribal court, water treatment plant, community and social services, health clinic, and school. As Assistant General Counsel, I render legal advice and provide appropriate solutions to legal and quasi-legal problems to the elected governing body of the Tribe (the Business Council) on a variety of matters.

Additional Duties

- ♦ Prepare resolutions and ordinances for presentation and vote by the General Council.
- ♦ Gather and analyze statutes, decisions, legal articles, codes and documents.
- ♦ Review and compose Tribal policies, procedures, handbooks and other related documents.
- ♦ Draft and negotiate contracts for the construction of new water treatment plant, service plaza/gas station, and community building (*estimated expenditure 10 million dollars*).
- ♦ Prepare review and negotiate lease agreements for land held by the Tribe to accommodate cell towers, grazing land, food service tenant (Dunkin Donuts franchise) and billboards.
- ♦ Draft non-compete, non-disclosure and other employment agreements for various employees, consultants and independent contractor agreements to protect the Tribe's interests.
- ♦ Analyze, negotiate and draft agreements with various performers for multiple large scale community events i.e. Freedom Festival, Gator Jam, American Indian Day, and Art Festival.
- ♦ Draft and review service, goods and subscription agreements to minimize the Tribe's liability and include protection of the Everglades and wild life preservation.
- ♦ Prepare and review sponsorship/partnership agreements with local professional and collegiate sports entities to include Miami Heat, Miami Marlins, Miami Dolphins, University of Miami, and Florida International University, while insuring tribal interests are always protected.
- ♦ Prepares and/or reviews all advertising and media agreements i.e. iHeart Media, Telemundo, SunSentinel Media Corp.
- ♦ Analyze and draft operating agreements and other necessary documents for new potential tribal business ventures with outside entities.
- ♦ Attend internal appeal hearings for employee terminations.
- ♦ Provide legal advice for Tribal Members on various topics including IRS, criminal, civil and real estate matters.

Key Accomplishments

- ♦ Drafted a response to the federal government proposal for the mandatory consultation with Indian Tribes on the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Title V. Proposed position maximizes the amount of aid the Miccosukee Tribe would receive of the 8 billion dollars allocated for government stabilization.

- ◆ Successfully represented the Miccosukee Tribe's opposition to the River of Grass Greenway, a proposed 76-mile Naples to Miami bike path through Miccosukee land at the Collier Metropolitan Planning Organization Meeting and Dade County Commission Meeting on the basis that said proposal would cause irreparable harm to historical sites and environmental damage to the Everglades.
- ◆ Successfully preserved a significant Miccosukee cultural and historical landmark against a politically driven renaming campaign in the Collier County Commission Meeting.
- ◆ Worked with governmental entities such as Florida Department of Transportation and Florida Highway Safety and Motor Vehicles to resolve issues negatively impacting the Tribe.
- ◆ Establish and maintain relationships with local law enforcement agencies, governmental entities, domestic dignitaries, universities, and hospitals to benefit the Tribe.
- ◆ Developed and organized memorandums of understanding with multiple higher education and professional development opportunities for tribal members with Miami Dade College, South Florida Workforce Investment Board.
- ◆ Amended and renegotiated agreements with various partners leading to more favorable terms or decisively exercising the right to terminate without penalty in the best interest of the Tribe.

Seminole Tribe of Florida

Managing Staff Attorney

April 2013 - June 2016

Staff Attorney

April 2011 - April 2013

Law Clerk

June 2010 - April 2011

Federally recognized Indian Tribe with 5 reservations spread across the state of Florida. The Tribe is governed by elected officials. Seminole supports its own police department, fire rescue, family services, schools, clinic, etc. The Tribes infrastructure budget is derived from business revenue including the Hard Rock Brand, gaming facilities, smoke shops, cattle ranching, etc.

Duties and Responsibilities

- ◆ Reviewed, evaluated, redacted and responded to subpoena & discovery requests for any and all Tribal records as well as placed applicable legal holds for pending litigation.
- ◆ Successfully created legislation and executive orders, in collaboration with all tribal departments which were presented to and approved by the Tribal Council.
- ◆ Collaborated with outside counsel on wide ranging issues including but not limited to: Premises Liability, Probate, Trust Administration, Tax, Real Estate, and Dependency.
- ◆ Played a key role in negotiations to improve and streamline the relationship between federal, state, and local agencies including the Bureau of Indian Affairs, the Florida Department of Children and Families, and Broward and Hillsborough County State Attorney's Office.
- ◆ Provided legal advice and assistance to individual Tribal Members regarding various matters.
- ◆ Member of a select committee tasked with developing a Child Welfare Code for the Tribal Court.
- ◆ Handled all phases of Tribal Guardianships from inception to completion.
- ◆ Reviewed and revised all documents for the Tribe's School Board including policies and handbooks.
- ◆ Ensured Health Insurance Portability and Accountability Act (HIPAA) compliance when records were released and within tribal departments.
- ◆ Led initiative to conform tribal department activities so they were in compliance with applicable tribal, state, federal and local laws.
- ◆ Managed the daily office operations while supervising, motivating and evaluating 5 legal and clerical staff members and 1 junior attorney.
- ◆ Negotiated and drafted contracts for services and subscriptions.

Key Accomplishments

- ◆ Lead attorney on a team that secured over \$1 million in grant money for the Tribal Court and Tribal Police Department.
- ◆ Created greater efficiencies to departmental processes resulting in file completions occurring within 2 months reduced from the original 4 months.
- ◆ Developed guidelines for Tribal Police records which decreased the processing and response time from 2 months to less than 10 days thus, alleviating the burden on the Tribal Police Department and the Legal Department.
- ◆ Proactively implemented invoicing for records provided to State and Federal governmental agencies creating a previously unrealized revenue generator resulting in substantial cost savings.
- ◆ Effectively established best practice for the utilization of technology solutions creating a new report pulling system to maximize business efficiencies for gaming records.
- ◆ Collaborated for the assessment and formulation of the Legal Department's annual budget of over \$7 million.
- ◆ Successfully managed over ten negotiations with demands for millions of dollars which were resolved with settlements for only thousands of dollars.
- ◆ Charged with the full caseload of a recently resigned Managing Staff Attorney as a new attorney. Quickly mastered the expanded responsibilities beyond my original scope and as a result was rapidly promoted to Managing Staff Attorney.

Education

Juris Doctor, Barry University - Dwayne O. Andreas School of Law

- ◆ Mediation Externship: Orange County Court– Certified as a FL Supreme Court County Mediator
- ◆ Senator for Delta Theta Phi- International Law Fraternity
- ◆ Member of the Woman Lawyers Association
- ◆ Summer Study Abroad Program in Europe through the University of Miami School of Law

Bachelor of Science, University of Miami

- ◆ Dual Major in Communications and Political Science

Volunteer

Guardian Ad Litem – 17th Judicial Circuit (currently inactive)

NABIL ABU NAHLAH, ESQ.
Member in Good Standing of the Florida Bar
4775 Collins Ave., Apt. 902, Miami Beach, FL 33140
(718) 502 – 4806 • Nabil6975@gmail.com

EDUCATION

St. Thomas University School of Law, Miami Gardens, FL
Juris Doctor May 2018
Honors: CALI Book Award in Conflicts of Laws, 2016; Pro Bono Commendation Certificate.

St. Thomas University, Miami Gardens, FL
Bachelor of Arts, Liberal Studies, Cum Laude. December 2017

Multimedia University, Kuala Lumpur, Malaysia
Bachelor of Commerce, Sales and Marketing, Cum Laude. January 1999

EXPERIENCE

Luks, Santaniello, Petrillo & Cohen, Miami, Florida.
Insurance Defense and Real Estate Associate Attorney January 2019-March 2020

Litigation Attorney (First, Third-Party, and Commercial litigation). I supervised the discovery phase of litigation by determining strategies for depositions, production of documents, and issuances of subpoenas. Conducted depositions in breach of contract cases. Authored settlement agreements. Handled and managed litigation files from inception through trial. Prepared motions and memorandums of law. Prepared pleadings, discovery, demands and responses. Drafted reports and provided file analysis.

Real Estate Attorney. Provided legal guidance on real estate purchasing, acquisition, selling and leasing activities. Investigated property history and zoning laws. Drafted property descriptions and legal testimony. Presented disclosure requirements. Conducted depositions in commercial lease cases. Analyzed property documents to identify any fraud. Assessed legal risks and developed remedial measures. Reviewed lease and mortgage documents, deeds and trust documents. Provided advice on real estate transactions. Drafted legal documentations for real estates. Reviewed and approved easement agreements. Assisted the lease administration department to approve lease amendments. Addressed legal issues before closing property sales. Reviewed property contracts and purchase contracts.

Vernis and Bowling, Miami, Florida.
Insurance Defense Associate Attorney October 2018-January 2019

First Party Property Insurance defense attorney. I drafted complaints, responses, prepared discovery, drafted motions, created forms, attended hearings, conducted depositions, prepared for trial, and negotiated settlements. Advised clients and other cross functional stakeholders on legal issues and risks, approval processes, company policies and procedures, and business strategy. Responded promptly to legal requests from clients, summarizing and communicating legal concepts that businesspeople can use. Managed agreements that comply with company policies and risk tolerance. Supported the continuous improvement of standard form agreements and legal processes.

SPI International, Miami, Florida.
In-House Law Clerk July 2017-October 2018

Drafted and reviewed company contracts including, licensing agreements, Non-Disclosure Agreements, privacy policies, terms of service, commercial leases, sales contracts, re-seller agreements, and management agreements.

Negotiated and drafted all company settlements to avoid costs of litigation and mitigate any potential company liability. Drafted, reviewed, and analyzed a wide variety of contracts in a team effort with sales executives and upper management. Worked with outside counsel regarding various regulatory and business matters; reviewed professional invoices for accuracy. Reviewed, drafted and managed licenses and intellectual property agreements, advertising services agreements daily. Managed agreements that comply with company policies and risk tolerance. Advised business clients, as well as Finance and other company colleagues, on the legal issues and risks, approval processes, company policies and procedures, and business strategy.

Miami-Dade Attorney's Office, Miami, Florida.

Intern

January 2017- May 2017

Performed legal research and writing and assisted in all aspects of case preparation. Observed depositions and pre-file conferences. Attended court and observed pre-trial hearings and trials.

**Sovereign Military Hospitaller Order of Saint John of Jerusalem of Rhodes and of Malta
Mission at the United Nations**, New York.

Advisor

August 2016 - January 2017

Attended meetings on behalf of the Ambassador in the human trafficking committees. Executed policies and procedures to assist refugees throughout the world. Attended the 2016 General Assembly of the United Nations and reported findings and notes on new refugees' camp planning and placements.

Saya Group, Doha, Qatar.

General Manager

June 2013 – June 2016

I was responsible for managing office and retail assets across the Doha and Dubai, with a total market value of circa QR300 million. My principal responsibilities were identifying and completing real estate asset management initiatives that included leasing, refurbishment, development, and investment disposals. Presented opportunities and recommendations to the Asset Management Committee, including supporting information and justification to assist in the committee's decision making. Managed a full professional team to produce fully costed and specified designs, and lead negotiations with local authorities to achieve planning consents. Formulated leasing and rent review strategy, appointed and managed leasing agents and lead tenant negotiations. Introduced a formulated plan to obtain licenses for car parks and helped in building a new strategy for Smart Car parks. Studied the market to implement car park solutions through due diligence and feasibility studies.

Emaar Properties, Dubai, United Arab Emirates.

Sales Director

June 2009 – May 2013

Set targets for the sales agents and motivated the sales team to achieve these targets. Trained, directed, and supervised the sales staff. Coordinated the operation of the sales department by establishing territories, goals, and quotas for the sales workers. Reviewed market analysis to determine customer needs and sales volume potential. Conferred with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.

United States Army Contractor, Various Locations.

Cultural Advisor/Linguist

January 2003 – January 2009

Designated to support the United States Special Forces on missions in Iraq and Afghanistan. Underwent several trainings and high operative missions with the United States Special Forces. Provided linguistic training for army personnel.

Michael A. Pizzi Jr., Esq.

6625 Miami Lakes Drive, Suite 316

Miami Lakes, Florida 33014

PH: (305) 986-2277

E-Mail: mpizzi@pizzilaw.com

May 6th, 2020

**Honorable Mayor and City Commissioners
Town of Pembroke Park
C/O Human Resources
3150 SW 52nd Avenue
Pembroke Park, Florida 33161**

RE: Application For Town Attorney Position

Dear Mayor and Commission:

It is my honor and privilege to apply for the position of Town Attorney for the Town of Pembroke Park. I have over twenty years experience in municipal government. This has included my service as Town Attorney in multiple cities, Mayor and City Commissioner and as a private lawyer who has provided advise and litigated every aspect of local government law.

I have had the good fortune of gaining expertise in many areas of municipal law, including zoning, planning, the Florida Public Records Act and Sunshine Law, and all aspects of Building and Code Enforcement.

Over the years I have reviewed thousands of legislative agenda items and written or rewritten many Town Codes. I have had the occasion to deal with municipal government in Cities very similar to Pembroke Park from the unique perspective of a public official, Town Attorney, private attorney and litigator.

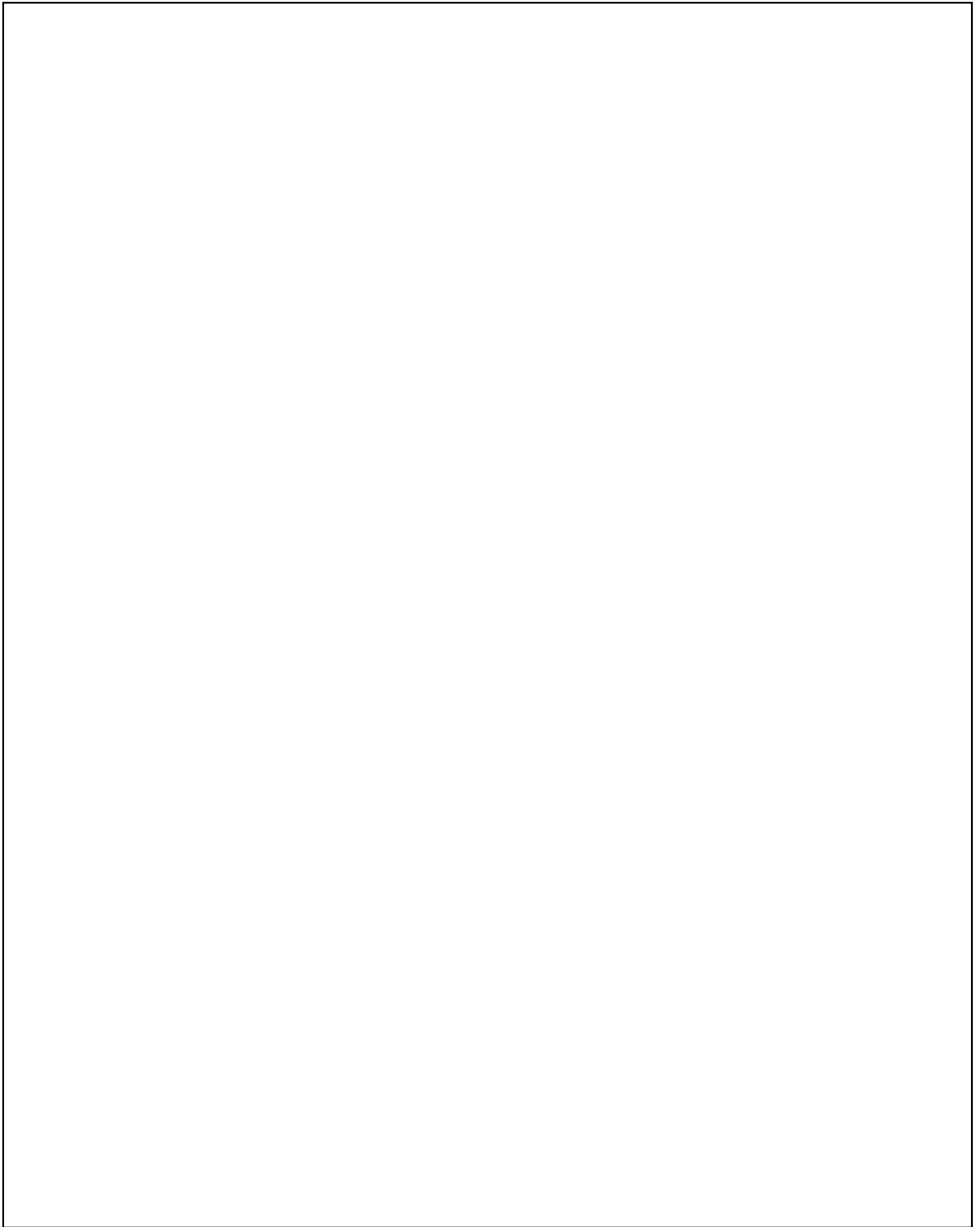
I would be happy to answer any questions and/or submit any requested information.

Please be safe during these very difficult times.

Sincerely,

Michael A. Pizzi, Jr.

Michael A. Pizzi Jr., Esq.



MICHAEL A. PIZZI JR.
15271 N.W. 60th Avenue, Suite 206A
Miami Lakes, Florida 33

PROFESSIONAL

Michael A. Pizzi, Jr., P.A. Miami Lakes, Florida
7/1/06 to date

Representation of clients in State and Federal criminal and civil litigation, criminal and civil appeals, corporate litigation. Specialize in municipal law and employment law. Represented clients before Counties and Cities throughout South Florida on all aspects of procurement and land use matters. Lead attorney in multiple cases involving the Florida Whistleblower Statute, Federal Civil Rights Statutes, expertise in ligating matters before the EEOC and Courts on all aspects of employment law. Serve as Special Counsel and General Counsel to multiple corporations throughout South Florida with several billion dollars in assets. Have represented and advised numerous public officials in many municipalities in South Florida and other States on all aspects of municipal law.

EXPERIENCE

Deputy City Attorney
City of Opa Locka, Florida
September, 2014- February, 2016

Responsible for legal affairs for the City of Opa Locka. Responsible for preparation of Ordinances, Resolutions and legislation. Reviewed all Agendas for all City meetings for legal sufficiency. Supervised litigation. Served as legal advisor to the Police Department, Building Departments, City Clerk and Planning and Zoning Departments. Served as Legal Advisor to the Finance Department. Wrote ethics legislation and new personnel handbook and new finance regulations for the City.

TOWN ATTORNEY
Town of Medley, Florida
7/1/10-August, 2013

Responsible for all legal affairs for the Town of Medley. Including preparation of all Ordinances, Resolutions and all legislation. Reviewed all Agendas for all Town meetings for legal sufficiency. Supervised all litigation and also served as point of contact with the County and State Government. Also served as legal advisor to the Police Department, Building Departments, City Clerk and Planning and Zoning Departments. Rewrote the zoning code, land use regulations and Human Resources Manual. Supervised all outside law firms on all Town business.

Mayor and City Councilman, Miami Lakes, FL
Town of Miami Lakes, FL
February, 2000 November, 2016

Founding Member of Town and first elected official in Town of Miami Lakes. Served as Mayor and on the Town Council and assisted in drafting of the entire Town Code, all legislation. Reviewed and voted on over one thousand pieces of municipal legislation, negotiated police contract and hired multiple City Managers and City Attorneys.

Bierman, Shohat,
Loewy & Pizzi, P.A. Miami, Florida
6/1/98 – 6/30/06

Representation of clients in complex federal and state criminal cases; international extraditions; forfeitures; Bar disciplinary actions; and civil RICO and related matters. Emphasis on litigating complex motions; handling plea negotiations; litigating sentencing guidelines issues; briefing and trying international extraditions; and appellate work at all levels. Recognized in South Florida Legal Guide as one of the Best Lawyers in South Florida for Criminal Defense. Recognized in Best Lawyers in America Consumer Guide for Criminal Defense. Served as lead counsel in several high profile cases. Have represented corporate as well as individual clients in white Collar Criminal Investigations. Legal adviser to numerous homeowner associations/groups in Dade County, including current service as counsel to Friends of Redlands, Biscayne Gardens H.A., previously advised Lake Carol Miami Lakes H.A., Country Village HA Members, Marbella Park H.A. membership in reorganization. Expertise in County Code,

obtaining State, County, Local services for homeowner groups. Represented numerous homeowner groups before government and administrative agencies

Morgan, Lewis & Bockius LLP **Miami, Florida**
9/1/97 - 5/29/98

Associate in Labor and Employment Law Section. Represent employers, including local governments, in all aspects of employment-related litigation. Experience includes litigation involving Title VII, ADEA, ADA, state anti-discrimination statutes, federal civil rights statutes, including §1983. Also represent clients before the National Labor Relations Board.

Honorable Barry L. Garber **Miami, Florida**

U.S. Magistrate Judge
U.S. District Court, Southern District of Florida
Law Clerk, 8/96 - 8/97

Drafted opinions and recommendations and conducted research for federal magistrate and U.S. district judges on a wide gamut of civil and criminal matters before the U.S. District Court. Scheduled hearings and performed administrative tasks. Managed civil and criminal caseload. Attended hearings and assisted the Court in evaluating arguments. Supervised a staff of legal interns and maintained liaison with chambers of other judges and members of the bar.

Keith Mack Lewis Cohen & Lumpkin **Miami, Florida**

Associate, 12/95-8/96
Practiced litigation involving contracts, employment discrimination, employee grievances, environmental law, real property, personal injury, and criminal appeals.

Southern District of Florida **Miami, Florida**

U.S. Probation Officer, 9/88 - 12/95
Served as hearing officer for the U.S. Parole Commission, presiding over probable cause hearings. Gathered and presented evidence on parole violations at administrative hearings. Served as HIDTA Coordinator, wherein promulgated policies and procedures for interagency exchange of information; managed sub-office; conducted inter/intra agency training on procedural and legal issues involved in interagency cooperation; and received referral of and brokered solutions to difficult cases and interagency problems. Consulted with probation officers, U.S. Attorney's Office and federal law enforcement agencies

concerning significant narcotics and money-laundering investigations of federally convicted offenders. Previously promoted to Drug Treatment Specialist with responsibility for investigating/educating/counseling parolees with severe problems and developing new treatment strategies.

Eastern District of New York New York, New York
U.S. Probation Officer, 1/86 - 9/88

Prepared pre-sentence reports on convicted defendants and supervised federal probationers and parolees. Investigated pre-release plans, prepared evidence for violation hearings, and provided counseling and referrals to offenders.

EDUCATION:

University of Miami School of Law, Juris Doctor, *magna cum laude*, December 1995. *University of Miami Law Review*. Ranked first in class, Dean's List all semesters. Student Senator.

John Jay College of Criminal Justice, MA/BA in Criminal Justice, *magna cum laude*, 1984. (Accelerated Program allowed completion of two degrees in four years.) Voted Outstanding Student Leader.

Fordham University, New York, credits toward Ph.D. in Sociology.

COMMENDATIONS:

Received Outstanding Service Awards from DEA, US Customs, FBI, IRS, ATF, and INS, and a Certificate of Merit from the Assembly of the State of New York. Received letters of commendation from South Florida Investigative Support Center; Federal Bureau of Investigation; Kendall Coffey, U.S. Attorney; Dexter W. Lehtinen, U.S. Attorney; Federal Public Defender, Southern District of Florida; Organized Crime & Racketeering Section, Miami Strike Force; Federal Obscenity Task Force; U.S. District Court, Southern District of Florida; and U.S. District Court, Eastern District of New York.

AFFILIATIONS:

Admitted to The Florida Bar and to the U.S. District Court for the Southern and Northern Districts of Florida. Admitted to U. S. Court of Appeals for the Eleventh Circuit.

TRAINING: *Quality in Daily Work and Rational Behavior in the Workforce* - U.S. Probation Office, Southern District of Florida; *Sexual Harassment in the Workplace* - U.S. District Court, Southern District of Florida.

TEACHING EXPERIENCE: Adjunct Associate Professor, Long Island University, Brooklyn, New York: taught courses on the administration of criminal justice and prisoners and prisons. Frequent guest lecturer at the University of Miami School of Law on Pretrial Criminal Procedure and successful law school techniques. Lecturer on rational behavior in the workforce at the U.S. District Court, Southern District of Florida.

PUBLICATIONS: Author: *Manual on Legal Procedures for Search and Seizure of Offenders and Employee Grievance Policy* - U.S. District Court, Southern District of Florida. Editor: *Probation Review* - Quarterly Publication, Southern District of Florida.

Author: Numerous articles on Criminal Justice issues.

SPEECHES: "Procedures for Utilizing Informants," Drug Enforcement Administration, Miami, Florida; "Supervision of Violent Offenders," Florida Association of Career Criminal Investigators and Prosecutors; "Exchange of Intelligence Data Between Federal, State and Local Agencies," featured speaker at National High Intensity Drug Trafficking Conference in New York City.

COMMUNITY ACTIVITIES: **Mayor**, Councilman, Miami Lakes Town Council, February, 2000-2016; Chair, Miami-Dade County Task Force on Municipal Annexations and Incorporations; Councilman, Community Council/Zoning Board, 1998-2000.

Otto Ruiz Frantzen, Esq.

3030 Stirling Road, Apt. A | Hollywood, FL 33021 | (954) 297-5857 | Oruizfrantzen@stu.edu

EDUCATION

St. Thomas University School of Law, Miami Gardens, FL

Juris Doctor, Cum Laude (Certificate: Immigration Practice)

May 2019

GPA: 3.1954 Class Rank: Top 25% (50/202)

Honors: Law Merit Scholarship

Honors & Awards: CALI Excellence for the Future Award: Evidence and Evidence Focus (2019), Featured on STU news as one of the real-world successes of the Fall-2018 semester.

Florida Atlantic University, Boca Raton, FL

Bachelor of Arts in Psychology

August 2013

GPA: 4.0

Honors: Community College Scholar Recipient

Activities: Psi Chi Honor Society

Universidad de Lima, Lima, Peru

Bachelor in Law

August 2005

EXPERIENCE

Office of the Attorney General, Children's Legal Services Division, Fort Lauderdale, FL

Paralegal Specialist

March 2020 – Current

Drafted motions, recourses, shelter and termination of parental rights petitions. E-filed motions. Redacted documents for discovery.

St. Thomas Law School Immigration Clinic, Miami Gardens, FL

Student Representative

January 2018 – December 2018

Litigated cases in immigration court. Handled asylum, VAWA, U-visa, and cancelation of removal at the Immigration Court. Drafted legal briefs and memorandums of law for Immigration Court.

Florida Department of Education, Division of Vocational Rehabilitation, Sunrise, FL

Vocational Rehabilitation Technician

February 2015 – August 2016

Assisted individuals with mental or physical disabilities locate and maintain employment, and enhance their independence. Performed administrative duties, including planned, coordinated and organized work assignments, monthly office schedule, and projects.

Service Keepers Maintenance, Inc., Davie, FL

Supervisor

January 2009 – October 2014

Managed/supervised staff of 16 individuals to increase productivity and quality of work. Implemented new procedures to reduce overtime expenditure.

SKILLS

Language: Fluent in Spanish (speaking, reading and writing)

Research: Certified in Westlaw and LexisNexis



JOSE SMITH
ATTORNEY AT LAW
JoseSmithmb@gmail.com

EMPLOYMENT HISTORY

- City Attorney, City of North Miami Beach (2014 to July 2018)
- City Attorney, City of Miami Beach (2006 to 2014)
- Smith & Supraski, P.A. (1983 to 2006)
- Feldman & Abramson, Smith, Magidson & Levy (1978 to 1983)
- Feldman & Abramson, P.A. (1974 to 1978)

PRACTICE AREAS

- Municipal Government Law
- Professional Ethics, Conflict of Interests, Sunshine Law, Public Records
- Complex Civil Litigation (torts, municipal and commercial litigation)
- Procurement, Public /Private Partnerships (P-3's)
- Election Law
- Code Compliance
- Real Estate, Land Use and Zoning Litigation
- Public Finance

BAR ADMISSIONS

- Florida Bar (1974)
- U. S. District Court Southern District of Florida (1974)
- U. S. Court of Appeals, 11th Circuit (1981)

PROFESSIONAL MEMBERSHIPS

- Florida Bar Board Certified Civil Trial Lawyer (1992-1997)
- Florida Bar Grievance Committee (1993-1995)
- Florida Bar Fee Arbitration Committee (1997-1998)
- Florida Bar Standing Committee on the Unauthorized Practice of Law (1983-1988)
- Miami Beach Bar Association
- Miami-Dade County League of Cities Legal Advisory Committee
- American Arbitration Association (1978-1990)

EDUCATION

- University of Florida, B.A. (with honors) 1971
- University of Florida, College of Law, J.D. (with honors) (1973)

LANGUAGES

- Spanish

PUBLIC SERVICE (Miami Beach)

- Miami Beach City Commissioner (1997-2005)
- Chair, City of Miami Beach Finance and Citywide Projects Committee (2001-2005) (oversaw issuance of city bonds.)
- Chair, City of Miami Beach Community Affairs Committee (1998-2001)
- Miami-Dade Metropolitan Planning Organization (2001-2005)
- Chair, City of Miami Beach City Attorney's Oversight Committee (1998-2005)
- Miami Beach Planning Board (1996-1997)
- Miami Beach Community Development Advisory Committee (1994-1996)
- Chairman, Normandy Shores Neighborhood District Advisory Council (1994-1996)
- Miami Beach Charter Review and Revision Board (1992-1993)
- Jackie Gleason Theater Booking Policy Committee (1992-1993)
- Miami Beach Tourist and Convention Center Expansion Authority (1986-1991)
- Founder, Mt Sinai Medical Center Foundation (2006-Present)
- Board of Directors, Normandy Shores, Homeowners Association (1992-1997)

MAJOR LEGISLATION AUTHORED OR SPONSORED AS ELECTED OFFICIAL IN MIAMI BEACH

- “Vendor Ordinance”; prohibiting campaign contributions by city vendors.
- “Cone of Silence” – Protects integrity of the competitive bid process from undue influence by lobbyists
- “Conflict of Interest” legislation prohibiting elected officials from engaging in certain business or professional relationships
- “Bid Protest Ordinance”, establishing a mechanism for resolving bid disputes outside the political arena
- “Code Violation Reform”, requiring large fine mitigations be approved by the City Commission
- “False Claims Ordinance”, sanctioning contractors and city vendors who file fraudulent claims
- “Local Preference Ordinance” giving Miami Beach vendors a competitive advantage
- “Sexual Offender Ordinance” (landlord provisions)
- Human Rights and Anti-Discriminatory Ordinances
- “Anchor Ordinance”, limiting the proliferation of derelict and abandoned vessels in city waters
- Oversight over issuance of city bonds and municipal finance.

PUBLIC SERVICE (North Miami Beach)

- General Counsel, North Miami Beach Community Redevelopment Agency
- Trustee, Pension Board for Management Employees
- Member, Evaluation Committee for Selection of North Miami City Attorney (2017)
- Fundraising for non profit and charitable organizations.
- Golden Angels, Jackson Memorial Hospital Foundation.

SIGNIFICANT ACCOMPLISHMENTS IN NORTH MIAMI BEACH

- Recruit and retain competent legal professionals able to enhance the prestige and reputation of the City Attorney’s office
- Maintain the highest standards of professionalism and ethics
- Enhance and improve effective communication with elected officials, City Manager and staff and perform all legal tasks timely and effectively
- Maintain an aggressive litigation philosophy to protect the city from frivolous and fraudulent claims
- Reduce unnecessary outside counsel fees by doing more work in-house
- Work with City Commission and staff to identify and pursue revenue enhancement opportunities while finding ways to reduce expenses

- Reach out to the community to help understand the role of the City Attorney's Office. Within the confines of the City Charter, assist residents and their representatives to resolve legal and administrative problems in their dealings with city government
- Providing increased legal support by assigning a dedicated attorney to each city department
- New City Charter overwhelmingly approved by the voters
- Establish a modern, more efficient, Special Magistrate System
- Draft new Ethics Code
- Ensure city compliance with bond covenants and worked with City Manager to increase bond rating.
- Management agreements with Waste Management and CH2MHill.

AWARDS & RECOGNITION

- South Florida Legal Guide, "South Florida's Top Government Attorneys" (2012)
- Florida Trend's Magazine, "Florida Legal Elite", (2008)

PRESENTATIONS

- Dispute Resolution and tort litigation techniques. Lecture with Professor Kim McCoy, Florida International University Law School (March 2009)
- University of Miami Pre Law Advisory Club, Legal topics (September 7, 2011)
- Sunshine Law: Ethics Training for Constitutional Officers, St Thomas University, (November 7, 2013), Power Point Presentation coordinated with Professor Robert Meyers
- Havana and Miami: Political Influences of Cuban Americans in South Florida. Lecture to Drew University students at the University of Miami Otto G. Richter Library (January 14, 2016)
- Havana and Miami: Political Issues Involving Cuban Americans in South Florida. Lecture to Drew University students at Hampton Inn, Miami Dadeland (May 17, 2017)

SELECT REPORTED DECISIONS

- Fernandez v Valle, 364 So. 2d 835, (Fla. 3d DCA 1978)
- Kala Investments v Sklar, 538 So. 2d 909 (Fla.3d DCA 1989)
- Manrique v Bob's Plumbing Co., 573 So. 2d 422 (Fla. 3d DCA 1991)
- A2 Group v City of Miami Beach, 962 So. 2d 349 (Fla. 3d DCA 2007)

- Monticello Insurance Co, v City of Miami Beach 2009 WL667959, (USDC, Southern District of Fla. 3/11/09)
- Robins v City of Miami Beach, 2009 WL 3448192 (USDC, Southern District of Fla. 10/26/09)
- City of Miami Beach v Star Island Entertainment, 68 So 3d 914 (Fla. 3d DCA, 2011)
- City of Miami Beach v Kuoni, 81 So. 3d 530 (Fla. 3d DCA, 2012)
- Llewellyn v City of Miami Beach, 11 So. 3rd 958 (Fla.3d DCA, 2009)
- Hernandez v City of Miami Beach, 23 So. 3d 163(Fla. 3d DCA, 2009)
- Downs v City of Miami Beach, 13 So. 3d 1064 (Fla. 3d DCA, 2009)
- Cabral v City of Miami Beach, 76 So. 3d 324 (Fla. 3d DCA, 2011)
- Eisenberg Development Corp. v City of Miami Beach, 100 So. 3d 702 (Fla. 3d DCA, 2012)
- City of Miami Beach v Pension Fund for Firefighters & Police Officers, 91 So. 3d 237 (Fla. 3d DCA, 2012)
- Smart v City of Miami Beach, 933 F. Supp. 2d 1366 (USDC, Southern District of Florida 3/26/13), affirmed by 11th US Circuit Court of Appeals
- Parham v City of Miami Beach, 49 So 3d 259 (Fla. 3d DCA, 2010)
- Eisenberg v City of Miami Beach, 54 F. Supp. 3d 1312 (USDC Southern District of Florida 9/19/14)
- Let Miami Beach Decide v City of Miami Beach, 120 So. 3d 1282 (Fla. 3d DCA, 2013)
- City of Miami Beach v Perkins, 139 So. 3rd 309 (Fla. 3d DCA, 2014)
- City of Miami Beach v Miami Beach Fraternal Order of Police, 134 So. 3rd 463 (Fla. 3d DCA, 2014)
- Alvey v City of North Miami Beach, 189 So. 3^d 859 (Fla 3d 2015)
- Friends of the Oleta Eiver v City of North Miami Beach and Braha Dixie, 11th Circ Appellate Division Case No. 13-343 (10/16/14)
- Alvey v City of North Miami Beach, 206 So 3d 67 (Fla. 3d DCA, 2016)

SELECT MEDIA ARTICLES

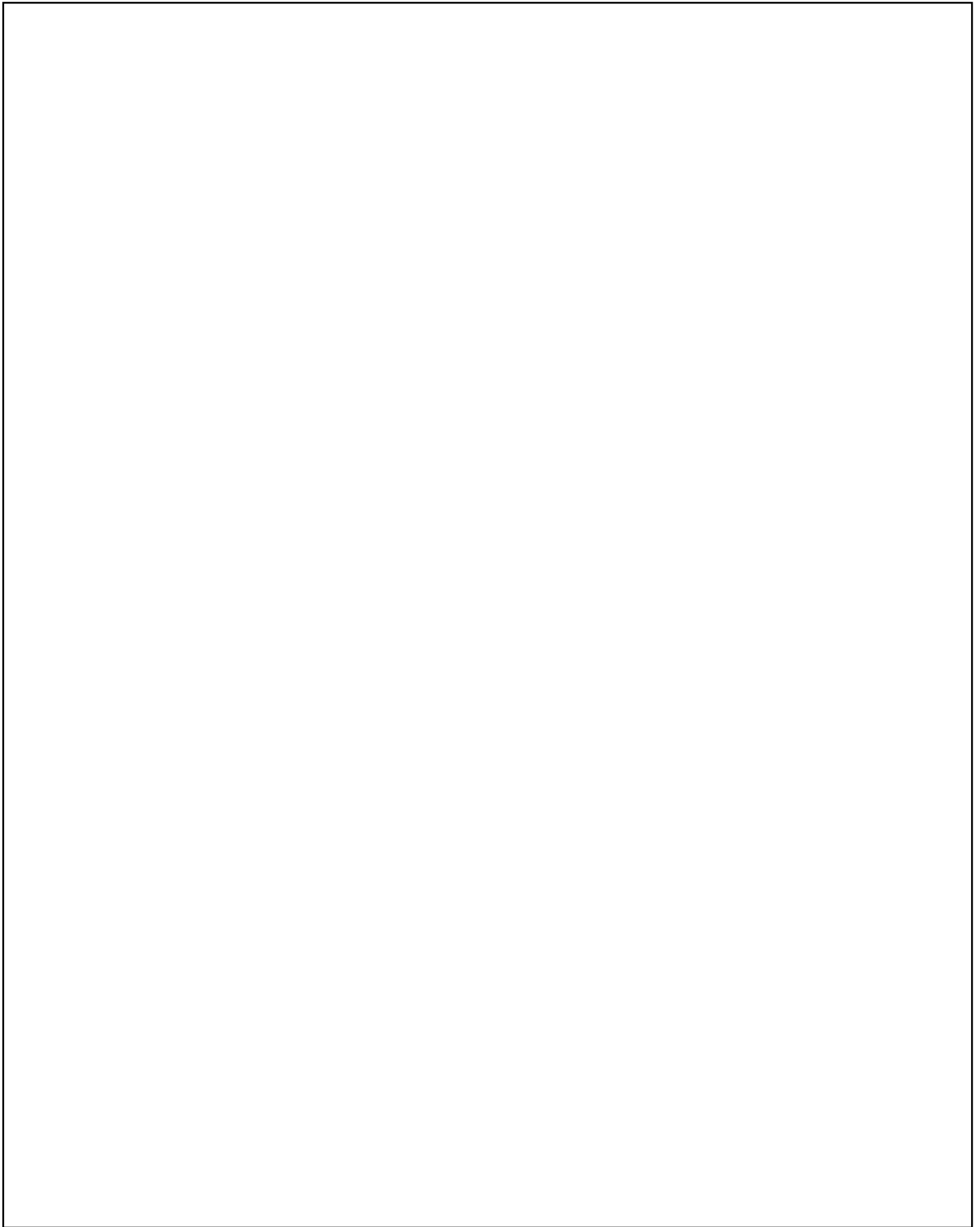
- “A Medical Condition kept Elected Official Out of Office”, Miami Herald, January 27, 2018
- “Pierre to Stay Away from Commission Meetings”, Miami New Times, April 4, 2018
- “North Miami Beach Pays \$12,000 Settlement, Changes Codes after Lawsuit from Gun Store”, Miami New times, January 3, 2018
- “Negotiations to Begin for Outsourcing of Regional Northeast Dade Water Utility”, Miami Herald, April 3, 2017
- “Donors Violate Miami Beach’s Campaign Finance Laws, but Face Discipline”, Florida Bulldog.org, December 13, 2017
- “North Miami Beach Water Utility Assessed as Inefficient, may be Privatized”, Miami Herald, April 14, 2016

- “North Miami Beach to Work with Firm to turn Guns into Baubles”, Miami Herald, May 27, 2016
- “After Early Exits, City wants to make Staying at Meetings a Law”, Miami Herald, September 6, 2016
- Miami Herald Editorial, “Charter Amendments for North Miami Beach”, October 31, 2016
- “If You’re Eligible for Medical Pot, How Easy will it be to get? Depends on where you Live”, Miami Herald, November 26, 2016
- “North Miami Beach Leaders Discuss Steps to Prevent Voter Fraud in Election”, Miami Herald February 5, 2015
- “Revamp of Zoning, Land-Use Codes Near” Miami Herald, March 8, 2015
- “North Miami Beach Council Votes to Overhaul Longtime Zoning, Land Use Laws”, Miami Herald, March 19, 2015
- “No Lifetime Health Benefits for two Incumbent North Miami Beach Council Members”, Miami Herald, April 15, 2015
- “City-paid Travel Limited under New North Miami Beach Rules”, Miami Herald, April 27, 2015
- “North Miami Beach Tries to Sink Floating Villas”, Biscayne Times, June 2015
- “Court Kills Upzoning Near Greynolds Park”, Miami Herald, December 18, 2015
- “50-Story Condo Towers May Require Referendum in Miami Beach”, Miami Herald, March 31, 2014
- “City Attorney Quits for New Job”, Miami Herald, April 5, 2014
- “New City Attorney No Stanger to North Miami Beach”, Miami Herald, April 7, 2014
- “City to Consider Call to Require more Disclosure of Council’s travel Costs”, Miami Herald, July 27, 2014
- “City Adopts Strategic Plan for Future”, Miami Herald, October 2, 2014
- “City Sues Police Retirement Board”, Miami Herald, December 25, 2014
- “Housewives Husband Sues City”, Miami Herald, March 27, 2013
- “Cops Sue Miami Beach Over Heart Problems; City Calls Suit a Farce”, Miami Herald, April 3, 2013
- “Marriott Sues Miami Beach Over Boardwalk Demolition”, Miami Herald, June 1, 2013
- “Contention Over Alton Road Continues”, Miami Herald, June 13, 2013
- “Cops Drop Workers’ Compensation Lawsuit against Miami Beach”, Miami Herald, June 13, 2015
- “Grassroots Effort Likely won’t have say in Convention Center”, Daily Business Review, July 16, 2013
- “City Votes to Repeal its Guns Laws”, Miami Herald, January 15, 2012
- “Club Madonna Picks New Fight with Miami Beach”, Miami Herald, February 20, 2012
- “Panel backs New Free ticket Guidelines”, Miami Herald, March 2, 2012
- “Higher Court Opinion Could Quash Miami Beach Pension Spat”, Miami Herald, June 27, 2012
- “Vendors give to Officials’ Spouses”, Miami Herald, August 11, 2012

- Miami Beach Officials deem Billionaire's Star Island Party Illegal", Miami Herald, March 8, 2011
- Commission Passes New Human Rights Laws", Miami Herald, January 21, 2010
- "City Attorney: Miami Beach Oceanfront Hotels Can't Serve Alcohol on Beach", Miami Herald, May 25, 2010
- "5 Year Dispute Over Club's Fence Close to Ending", Miami Herald, January 16, 2009
- "High-rise not Favored by Officials", Miami Herald, December 16, 2007
- "Tougher Rule on Conflicts Halts Law Firm's Lobbying", Miami Herald, 2007
- "Court Upholds Noise Ordinance", Miami Herald, June 3, 2007
- "Long Wait Over; Park Overhaul to go Ahead", Miami Herald, 2007
- "Commission Foes do Battle Over Ethics", Miami Herald, October 21, 2007
- "City Wants to Clean Up Streets by Targeting Fliers, Handbills", Miami Herald, June 18, 2006
- "Defibrillators Law to be Discussed", Miami Herald, February 3, 2005
- "Commission: Public/Private deal Approved", Miami Herald, April 28, 2005
- "New Fire Station Building has Official Groundbreaking", Miami Herald, February 6, 2005
- "City Closes Campaign Loopholes", Miami Herald, June 12, 2005
- "Renovated Boardwalk is Good for the Beach", Miami Herald, June 19, 2005
- "City Settles Alaska Parcel Battle", Miami Herald, February 29, 2004
- "Old Theater Brings Area New Life", Miami Herald, June 17, 2004
- "Counsel Passes Resolution Not to do Business with Companies with Discriminatory Blacklist", Miami Herald, February 7, 2016
- "After 20 Years, Miami Beach Claims Deed to 4-Acre Altos del Mar Site, Miami Today, September 4, 2003
- "State Ok's Waterfront Land Sale to City", Miami Herald, August 31, 2003
- "Wall Street Rewards City with Improved Credit Rating", Miami Herald, January 23, 2003
- "Beach Considers Cracking Down on Shady Contractors", Miami Herald, November 8, 2001
- Miami Herald Editorial, "Altos del Mar is to be Preserved as Open Space", August 30, 2003

BUSINESS INTERESTS/INVESTMENTS

- GREYNOLDS PARK VILLAGE SHOPPES, LLC, N. Miami Beach, Florida
- BAY HARBOR PROFESSIONAL CENTER, INC., BAY HARBOR, FLORIDA
- S & S EQUITIES, INC., N. Miami Beach, Florida
- CARIBBEAN TOWERS CONDOMINIUMS, N. Bay Village, Florida
- BESSEMER TRUST, Miami, Florida
- SANDKEY CAPITAL, Newton, Massachusetts





**Salmon &
Dulberg**
DISPUTE RESOLUTION
MEDIATION • ARBITRATION

Jose Smith

Florida Supreme Court Certified
Circuit Civil Mediator

Biscayne Building • Suite 620 • 19 West Flagler Street
Miami, FL 33130 • Phone: 305.371.5490 • Fax: 305.371.5492
Cell: 786.282.9211 • www.sd-adr.com • Jose@sd-adr.com

Janet E. Spence, Esquire

1900 N University Drive, Suite 203 Pembroke Pines, FL 33024, Phone: 786-262-0207
Email: janetspence@jespencelaw.com

Summary Experience litigation attorney with excellent writing and research skills. Self-starter, knowledgeable in various areas of law. Code and Ordinance review and analysis, Contract review and drafting.

Experience

J.E., Spence, P.A. - January 2007 to present:

General Practice with focus on Personal Injury, Construction injury, Auto Accident, Wrongful Deaths, Drowning, Product Liability, Slip Trip and Fall, Auto accidents, Dog Bite, Real Estate, Foreclosure Defense, Loan Modifications, Contract disputes, Criminal Defense and Family Law. Prepared complaints, motions, conducted deposition, discovery, jury trials and bench trials

Solo Practitioner - January 2000 to January 2007

Criminal Defense, Real Estate, Family Law, Contracts, and Personal Injury. Represented criminal defendants including Juveniles, charged with robberies, burglaries, thefts, driving under the Influence, domestic violence, and other crimes, contract disputes. Prepared cases for trial, depositions, jury trials and bench trials.

Miami-Dade County Public Defender's Office - January 1996 to January 2000

Assistant Public Defender representing individuals including Juveniles, charged with robberies, burglaries, theft, driving under the influence, domestic violence, and other crimes. Prepared cases for trial, depositions, jury trials and bench trials.

Education: **Juris Doctor** – December 1995, St Thomas Law School, Miami Florida

Bachelor of Science – Criminology 1991, Florida State University, Tallahassee, FL

Barred: **Florida Bar** - November 1996

Southern District of Florida - October 2010

License: **Realtor** - March 2003

ZERIN TAHER, ESQ., MBA

3080 SW 4th Street • Deerfield Beach, FL 33442 • ZTaherLegal@gmail.com • (954) 993-2147

Professional, motivated and energetic Attorney, highly effective in attaining goals with an entrepreneurial mindset. Self-starter, thrives in dynamic environments and quickly adapts to the ever changing demands of the legal field. Detail-oriented, conscientious, and organized with the ability to effectively juggle several tasks concurrently while meeting all requirements and deadlines.

- Florida Bar Admission: 2018 (**Bar #1013568**)
- FLSD Bar Admission: 2019

EDUCATION

Western Michigan University Cooley Law School, Tampa Bay, Florida

Juris Doctor, April 2016

- President, Florida Association of Women Lawyers, WMU-Cooley Chapter

Nova Southeastern University, Fort Lauderdale, FL

Masters of Business Administration in Entrepreneurship, June 2010

- Graduate Student Business Association, Member
- Phi Alpha Delta, Secretary

Nova Southeastern University, Fort Lauderdale, FL

Bachelor of Science in Legal Studies, June 2008

Major: Pre-Law Minor: Business Administration and Psychology

- Phi Alpha Delta, Secretary
- Delta Phi Epsilon Sorority, PR Chair

EXPERIENCE

SAXENA WHITE, P.A. (Contract)

Contract Attorney

Boca Raton, FL
February 2019 to Present

- Document Review
- Drafting Memorandums
- Deposition preparation

LAWGC (Contract/temporary)

Associate Attorney

Fort Lauderdale, FL
July 2019 to December 2019

- Bankruptcy hearings
- Contract review
- Corporation/LLC filings/EINs
- Drafting Operating Agreement, Buy/Sell Agreements
- Simplified Dissolution of Marriage
- Prenuptial Agreements
- Estate Planning, Wills, Trusts, POA
- Probate/Family
- LGBT Rights
- Probate Litigation

PRESSER LAW (Temporary)*Associate Attorney*

Boca Raton, FL
March 2019 to July 2019

- Domestic & International Asset Protection
- EINs
- LLC and Corporation set-ups
- Estate Planning, Wills, Trusts, POA
- Operating Agreements, Buy-Sell Agreements
- Power Point Review of Asset Protection
- Consultations

Sparta Consulting & LNE Consulting*Human Resource Director/Administrator*

Fort Lauderdale, FL
September 2017 to May 2019

- Recruiting Director
- Scheduling
- Training Employees
- Office Management/Administrative duties

Battle & Edenfield, P.A.*Intern; paralegal/legal assistant*

Brandon (Tampa), FL
May 2015 to April 2016

- Daily Court filings
- Legal Research
- Probate cases
- Real Estate closings
- Will Execution

Trident Tax Advisors, Inc.*Administrative Assistant*

Valrico (Tampa), FL
September 2012 to October 2016

- Review clients' finances
- Estate Planning
- Assist in Annuities and Secure Investments

Katzman&Garfinkel*File Clerk/Legal Assistant (summer internship)*

Fort Lauderdale, FL
June 2008 to November 2008

- Assisted in training new employees
- Office Management

LA Fitness*Personal Fitness Instructor/Sales*

Deerfield Beach, FL
April 2007 to September 2012

- Training Employees
- Sales

Fitness & Nutritional (Part Time)*Fitness & Nutrition Coach*

Boca Raton, FL
2007 to Present

- NASM Certified
- Fitness Institute International Graduate
 - Fitness courses
 - Nutritional courses

Broward County Parks & Recreation Division*Park Attendant/Customer Service*

Coconut Creek, FL

July 2004 to 2008

- Customer Service within the county and provisions of the park
- Train new employees
- Office Management
- Accounting and cash handling

COMMUNITY INVOLVEMENT**Tampa Girls' Club**

Tampa, FL

Volunteer through leadership position with FAWL

August 2014- October 2016

- Develop and organize several youth-group events
- Conduct charity fundraisers

Florida Association for Women Lawyers (Student Chapter)*President*

Tampa, FL

April 2013 to September 2016

- Organized and created community service projects
- Conducted fundraisers
- Organized leadership programs on/off campus
- Organized and lead on-campus events and activities

SISB Mosque*Volunteer*

Ft. Lauderdale, FL

February 2000- Present

- Youth religious school assistant instructor
- Conduct lectures and classes on various religious topics

N.E. Focal Point – Alzheimer's Center*Volunteer*

Deerfield Beach, FL

May 2000 - December 2005

- Led and assisted in community service activities on a weekly basis

SKILLS/LANGUAGES

- Fluent : Hindi, Bengali, Urdu; some knowledge in Spanish
- Legal Research Applications: LexisNexis, WestlawNext, Bloomberg Law
- Other Systems: Applicant Starter, Merlin

Tamarah Lee Wellons

2272 NW 195th Street, Miami Gardens, FL 33056 • (786) 647-4515 • Leewellonslegal@gmail.com

BAR ADMISSIONS:

Florida Bar, September 2013

EXPERIENCE:

Office of Criminal Conflict and Civil Regional Counsel, Fourth District, Fort Lauderdale, FL

Assistant Regional Counsel, November 2018- Present

Represent indigent parents with issues, such as mental illness and domestic violence, in dependency cases including Termination of Parental Rights trial proceedings. Challenge probable cause at Shelter hearings and grounds for dependency at adjudicatory trials. Participate in mediations and negotiate settlement agreements. Litigate case plan tasks and assist clients with obtaining appropriate services such as individual therapy. Work closely with social workers to assist clients with extensive issues. Prepare and prosecute various motions, including motions for reunification, motions to compel, and motions for rule to show cause.

Lee Legal, Miami, FL

Self-employed Attorney, June 2017- Present

Represented individuals in family law cases, including divorce, paternity, and child support cases. Litigated issues at evidentiary hearings and trials. Participated in court-ordered mediations. Prepared various motions, legal memoranda, and proposed court orders. Filed successful appeals and prepared appellate briefs on behalf of clients.

Department of Children and Families/Office of the Attorney General, Miami/Fort Lauderdale, FL

Senior Attorney/Assistant Attorney General, May 2015- June 2017

Represented the State of Florida in dependency cases. Drafted and prosecuted petitions for dependency and petitions for termination of parental rights on behalf of minor children who have been abused, abandoned, or neglected. Participated in mediations and negotiated case settlements. Supervised case management services for parents and children involved in dependency. Facilitated adoptions for children whose parents' rights were terminated. Prepared motions, legal memoranda, and proposed court orders.

Miami-Dade State Attorney's Office, Miami, FL

Assistant State Attorney, November 2013- April 2015

Drafted and prosecuted petitions to establish paternity and child support on behalf of custodial parents in divorce proceedings and Title IV-D cases. Drafted and prosecuted motions for contempt, which have resulted in the immediate incarceration of the Respondent. Researched legal issues and

drafted proposed court orders adopted by judges. Drafted and prosecuted various motions, including motions for summary judgment, motions to dismiss, and motions to vacate.

FIU College of Law, Family and Education Law Clinic, Miami, FL

Certified Legal Intern, Fall 2012

Conducted client intake interviews and managed assigned caseload. Researched legal issues and advised clients regarding divorce, custody, spousal and child support, dependency, special education, and school discipline. Drafted divorce petitions and parenting plans filed in family court.

Broward County Attorney's Office, Fort Lauderdale, FL

Law Clerk, Summer 2012

Researched legal issues in several areas of law, including employment law, constitutional law, administrative law, land use law and tort law. Drafted legal memoranda, appellate briefs, discovery requests, and various motions, such as motions to dismiss and motions in limine.

Department of Homeland Security, Immigration and Customs Enforcement (ICE) Office of Chief Counsel, Miami, FL

Legal Intern, Summer 2011

Researched legal issues concerning immigration law. Drafted memoranda of law submitted to Immigration Law Judges. Drafted appeals and various motions, including motions for summary affirmance, submitted to the Board of Immigration Appeals. Prepared cases for hearings.

EDUCATION:

Florida Atlantic University, Boca Raton, FL

Master of Public Administration, August 2016

University of Florida Levin College of Law, Gainesville, FL

Juris Doctor, *cum laude*, May 2013

Teaching Assistantship: Legal Research and Writing; Appellate Advocacy

Journal of Law and Public Policy, Executive Research Editor

Relevant courses: Land Use Planning & Control; Florida Land Use; Administrative Law

Florida Atlantic University, Boca Raton, FL

Bachelor of Arts in Political Science, *magna cum laude*, August 2009

Minors in Criminal Justice, Sociology

Recipient of IMPAC Award and Scholarship, Spring 2007

Lisa A. Woodburn, Esq.

Plantation, FL 33324

Mobile: (954) 400-9384

lisawoodburn@bellsouth.net

PROFESSIONAL SUMMARY

Attorney with over ten years experience and five years of management experience with excellent communication and interpersonal skills. Ability to oversee law office operations including case management, hiring, training, and supervision of attorneys and staff.

EDUCATION

- Juris Doctor, Fort Lauderdale, FL, 2004
Nova Southeastern University School of Law
- Bachelor of Arts (Major: English, Minor: Communications), Charlotte, NC, 1999
University of North Carolina at Charlotte

WORK EXPERIENCE

Partner, McCalla Raymer Leibert Pierce, LLC, Ft. Lauderdale, FL July 2019 – March 31, 2020
Managing Attorney, McCalla Raymer, LLC, Ft. Lauderdale, FL June 2012 – July 2019
Litigation Associate, McCalla Raymer, LLC, Ft. Lauderdale, FL May 2011 – May 2012

Managing Attorney:

- Manage attorneys in all activities relating to the foreclosure process
- Represent banks and servicers in the loan default industry
- Work closely with and report directly to the managing partner
- Create and maintain a positive work environment that encourages teamwork
- Create and revise legal forms to comply with court administrative orders and state rules and laws
- Analyze and review staff files to resolve issues
- Recruit legal staff
- Train all incoming attorneys
- Conduct attorney performance evaluations
- Monitor quality of attorney work product
- Monitor and manage attorneys hearing calendars to ensure hearing coverage
- Ensure compliance with all state and federal laws regulating foreclosures and consumer finance – CFPB, FDCPA, SCRA, DODD-FRANK ACT
- Attend hearings and mediations
- Responsible for a caseload of approximately 200-300 files
- Prepare and review court pleadings
- Supervise and perform all duties necessary for cases from complaint filing to issuance of title
- Communicate and work closely with clients to resolve issues

Litigation Associate:

- Attended trials and hearings for contested cases
- Attended mediations
- Reviewed and responded to discovery
- Attended depositions
- Maintained time records for client billing

Attorney, Law Office of David J. Stern, P.A., Ft. Lauderdale, FL August 2009-November 2010
Managing Attorney, Law Office of David J. Stern, P.A. November 2010-May 2011

Evictions Department

- Reviewed and signed all court documents required to obtain a Writ of Possession as well as Cash for Keys Agreements and 90 day notices to vacate

- Attended hearings for the eviction, post sale, and foreclosure departments
- Reviewed tenant leases for compliance with the Dodd-Frank Protecting Tenants at Foreclosure Act.
- Reviewed and signed off on all client invoices within the Evictions Department
- Worked closely and directly beneath the Managing Attorney for the Evictions Department, which included managing the department in her absence, and taking on the role of Managing Attorney upon her departure
- Trained new attorneys to the Eviction Department
- Answered staff questions daily regarding the preparation and filing of court documents
- Directed staff as to the specific language needed for the correct filing of documents
- Prepared and reviewed the required documents for post foreclosure evictions in each county
- Communicated with and field answers to inquiries from opposing counsel, clients, tenants, and client's agents
- Directed the daily workflow of the Evictions Department
- Managed and assigned daily work to the paralegals
- Resolved issues with problem files
- Performed all duties necessary to facilitate the Evictions Department

Attorney/Discovery (Contract)

Special Counsel, Fort Lauderdale, FL
Huron Consulting Group, Miramar, FL

July 2009-August 2009

April 2009-July 2009

July 2008 – December 2008

Special Counsel, Miami, FL

- Reviewed documents for privilege. Second review for submission to the Department of Justice and Federal Trade Commission.
- Reviewed for matters pertaining to anti-competitive practices as it relates to a merger/acquisition
- Reviewed documents for relevance, confidentiality, and privilege in preparation for a major RICO trial
- Reviewed for matters pertaining to abusive behavior and anti-competitive practices leading to market dominance

Attorney, Lisa A. Woodburn, P.A., Miami, FL

August 2007 – July 2008

- Real Estate Transactional: Reviewed and prepared closing documents
- Landlord/Tenant Disputes: Filed eviction cases and reviewed leases
- Real Estate Litigation: Deposit Disputes: Issued demand letters, negotiated settlements, filed and litigated lawsuits
- Family Law: Divorce proceedings
- Immigration: Completed and submitted required documents

Attorney, Ritter, Zaretsky & Lieber, LLP, Miami, FL

March 2006 – August 2007

- Drafted condominium documents to comply with state regulations and Florida statutes
- Submitted condominium document filings for State review and approval
- Performed residential, condominium, and commercial closings: Title processing and closings
- Administered Probate
- Transactional real estate: Drafted Purchase and Sale Contracts, reviewed and drafted closing documents
- Resolved Title Issues: Clouds on title post closing, i.e. unpaid property taxes, non-satisfied mortgages

Attorney, Law Office of Peter Previti, Miami, FL

September 2005 – March 2006

Paralegal / Legal Assistant

May 2002 – June 2005

- Drafted purchase and sale contracts and other legal documents required for real estate closings
- Performed title examinations
- Prepared title policies
- Performed residential closings: Title Processing, closings, and post closing

RESOLUTION NO. 2020-096

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, SELECTING THE TOWN ATTORNEY; AUTHORIZING THE TOWN TO ENTER INTO CONTRACT NEGOTIATIONS WITH SELECTED INDIVIDUAL TO SERVE AS TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission solicited applications for qualified, experienced local government attorneys to serve as Town Attorney; and

WHEREAS, the Town Commission evaluated the applications and interviewed the highest ranked applicants to serve in the position as the Town Attorney; and

WHEREAS, the Town Commission desires to retain the serves of _____ to serve as Town Attorney; and

WHEREAS, it is necessary for the parties to set forth the terms and conditions including the compensation and duties, for the individual serving as Town Attorney in a written Employment Agreement.

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

Section 1: That the Town Commission hereby selects _____ to serve as Town Attorney.

Section 2: That the Town staff is authorized to enter into negotiations with _____ on an agreement providing for the terms and conditions for employment as Town Attorney.

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.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney



**SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY
AND THE [REDACTED] FOR CARES ACT FUNDING**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the [REDACTED], a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

B. Based on its population, County qualified for a direct payment allocation and received \$340,744,702 in funding from the Department of the Treasury under the Coronavirus Relief Funds program, Catalog of Federal Domestic Assistance ("CFDA") No. 21.019.

C. County wishes to subaward a portion of the funds it received from the CARES Act to Municipality as provided in this Agreement.

D. Municipality is a sub-recipient as defined under 2 CFR § 200.93; and has been identified as an eligible local government that has incurred costs due to the COVID-19 public health emergency that are eligible for reimbursement under the Coronavirus Relief Fund Program, CFDA No. 21.019.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **CARES Act** means Section 601 of the Social Security Act (42 U.S.C. et seq.), as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-138), and all rules and regulations relating thereto, as amended.
- 1.3. **CARES Funds** means the funding provided to County pursuant to the CARES Act and which is subject to the restrictions and requirements of the CARES Act.
- 1.4. **Contract Administrator** means the County Administrator or such other person designated by the County Administrator in writing.
- 1.5. **Eligible Expenditures** means expenditures that are both (a) eligible for reimbursement using CARES Funds, in accordance with the CARES Act and (b) set forth in Exhibit F to this Agreement.

1.6. **Project** means each project, activity, service, procurement, or other expenditure that will be implemented by Municipality as described in Exhibit A to this Agreement.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	Schedule of Projects
Exhibit B	Budget
Exhibit C	Project Timelines
Exhibit D	Request for Payment Documentation Requirements
Exhibit E	Federal Provisions
Exhibit F	Eligible Expenditures

Commented [AR1]: What is expected of each exhibit and where does the exhibits produced by BLOC/BCCMA fit in?

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on December 3031, 2020 ("Initial Term"), unless earlier terminated pursuant to the terms of this Agreement.

3.2. **Fiscal Year.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of CARES Funds in accordance with Chapter 129, Florida Statutes.

3.3. **Time of the Essence.** Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under this Agreement.

ARTICLE 4. PROJECT

4.1. **CARES Funds.** Municipality shall implement the Projects stated in Exhibit A attached hereto, as may be amended from time to time. Unless otherwise stated in Exhibit A, a Project shall not be eligible for any funding under this Agreement unless all of the Project's elements are Eligible Expenditures. Municipality certifies that each expenditure for the Project that is funded with CARES Funds is an Eligible Expenditure, and covenants that each such expenditure will at all times be an Eligible Expenditure.

4.2. **Amendments to Projects.** At any time prior to November 1, 2020, Municipality may request modifications to the Schedule of Projects (Exhibit A) and corresponding changes to the Budget (Exhibit B) and the Project Timelines (Exhibit C), including to add, remove, or modify Project(s) and/or modify the scope, budget, or timeline of Project(s). Municipality shall request any modification to the Schedule of Projects by submitting for County's review a written request to County that includes proposed amended exhibits incorporating the modification requests. Municipality shall provide any supporting documentation reasonably requested by County to facilitate a determination of whether the Projects, as modified, consist of Eligible

Commented [AR2]: Why November 1?

Expenditures. If County determines that the Projects, as modified, consist of Eligible Expenditures, and the associated modifications to the Budget and the Project Timelines are approved in writing by the County Administrator, the Contract Administrator may approve such amended exhibits by written notice to Municipality and, upon such written notice, such amended exhibits shall be automatically incorporated herein and shall replace the corresponding exhibits. In addition, the Parties may amend this Agreement to incorporate the approved modifications, and the County Administrator is authorized to execute any such amendment on behalf of County.

Commented [AR3]: The document known today as "Exhibit A" should drive what is considered an eligible expense. I do not think the County should be in the position to make these decisions.

Commented [AR4]: Isn't this the same person?

4.3. Project Timeline. Municipality must comply with the Project Timelines set forth in Exhibit C for each Project, which Project Timelines shall not extend past the deadline for expenditures stated in Section 5.5. If Municipality fails to meet any of the deadlines for a Project set forth in Exhibit C by thirty (30) days or more, upon written notice by the Contract Administrator and effective as of the date of such written notice, the Project will become ineligible for CARES Funds under this Agreement, the Project shall be deemed to be automatically removed from this Agreement without the need for a formal amendment, and County shall have no further obligation to fund the Project. The County Administrator is authorized to reallocate the CARES Funds to other Projects or to other purposes including to other County projects or to projects by other municipalities, as determined in the sole discretion of the County Administrator. The County Administrator's authority to remove and reallocate CARES Funds pursuant to this Section 4.3 shall be in addition to County's right to reallocate CARES Funds pursuant to Section 5.5.

Commented [AR5]: What does this mean?

Commented [AR6]: I think this will not be agreed to by the cities.

4.4. Monitoring and Reporting. County will carry out periodic subrecipient monitoring and evaluation activities as determined necessary in County's sole discretion or as required by Uniform Grant Guidance, 2 CFR §§ 200.330 through 332. County has the right to conduct a full review of any or all Projects at any time. County's evaluation of a Project may include, but not be limited to, compliance with the terms of this Agreement and comparisons of planned versus actual progress relating to the Project's scheduled expenditures. Upon County's request, Municipality shall promptly furnish to County such records and information requested by County related to a Project. Municipality shall meet with County at reasonable times and with reasonable notice to discuss the Projects.

4.5. Final Financial Report. On or before January 1, 2021, Municipality must submit a financial report identifying all CARES Funds received under this Agreement ("Final Report"). The Final Report must be audited and certified by an independent CPA, at Municipality's expense, and include an opinion as to whether the financial information in the report is presented in accordance with Generally Accepted Accounting Principles. The audit shall contain sufficient information for County to determine if the expenditures conform to this Agreement and are eligible for funding under the CARES Act. The annual financial report must include appropriate footnote disclosures in support of the financial information items presented, including disclosure of any issue of noncompliance with this Agreement or applicable law.

Commented [AR7]: This should be pushed to February 1 so that cities can close their books for December and have time to produce this report.

**ARTICLE 5. FUNDING AND METHOD OF PAYMENT; PROVISIONS
RELATING TO THE USE OF CARES ACT FUNDS**

5.1. Maximum Funds Payable. The maximum amount payable to Municipality under this Agreement is the Total CARES Funds amount stated in the Budget (Exhibit B). All financial obligations of County under this Agreement are subject to the availability of CARES Funds, as more specifically described herein. No County funds other than CARES Funds shall be due or payable to Municipality under this Agreement.

5.2. Invoicing. No later than ten (10) calendar days after the end of each month during the Term, Municipality shall request payment from County for all Eligible Expenditures in accordance with Exhibit B that were incurred by Municipality during the prior month by furnishing to County a request for payment in the form approved by the Contract Administrator and supporting documentation as provided in Exhibit D (collectively, "Request for Payment"), including a certification by the chief administrative officer and the chief financial officer of Municipality, or such other persons designated by Municipality with authority to act in similar capacities, that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures. Following receipt of a Request for Payment, County shall review the Request for Payment to determine whether the Request for Payment complies with the terms of this Agreement. If a Request for Payment includes subcontractor expenses, whether paid by Municipality on a "lump sum" or other basis, such expenses must be included in the Request for Payment with no markup and stated in the actual amount paid by Municipality. County may, in its discretion, deny a Request for Payment to Municipality if Municipality fails to comply with this section or provide any of the documentation set forth in Exhibit D.

5.3. Payment; Deadline to Request Payment. If Municipality is in compliance with the terms of this Agreement, including the procedures for Requests for Payment set forth in this article, County shall reimburse Municipality (subject to all terms and conditions of this Agreement) in accordance with Exhibit B for Project expenses that are determined by County to be Eligible Expenditures, unless a suspension of payment as provided for in Section 5.6 has occurred. Municipality shall not be entitled to reimbursement for any Requests for Payment received by County after December 10, 2020.

5.4. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to ensure utilization of CARES Funds in accordance with this Agreement, applicable law, and the CARES Act. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of this Agreement; County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator, provided that at such time Municipality is in full compliance with all other material terms and conditions of the Agreement.

Commented [AR8]: This would mean that a city would not receive funding for the month of December? This is not the intent of CARES. Funds should be for eligible expenses through December 31. There should be an additional section in here that commits a city to meeting with the County in November to review their expenditures and determine if they are on track to expend all allocated funds.

5.5. Deadline for Expenditures. Municipality shall not submit Requests for Payment, and shall not be reimbursed, for any expenditures incurred after November 30, 2020. If after December 10, 2020, any CARES Funds allocated to Municipality under this Agreement have not been previously requested by Municipality pursuant to a Request for Payment ("Remaining Funds"), County shall be relieved of any further financial obligation to Municipality for the Remaining Funds and the County Administrator may reallocate the Remaining Funds to another municipality or Eligible Expenditure (including eligible expenditures by County).

Commented [AR9]: Same comment as above.

Commented [AR10]: This should not be the case. There will always be needs in different cities.

5.6. Suspension of Payment. County may suspend payment, in whole or in part, to Municipality under this Agreement upon the occurrence of any of the following events: (a) ineligible use by Municipality of CARES Funds under this Agreement or the CARES Act; (b) Municipality's failure to comply with terms of this Agreement; (c) failure to submit reports as required by this Agreement; (d) submission of incorrect or incomplete reports or Requests for Payment in any material respect; or (e) Municipality's failure to comply with the indemnification obligations under this Agreement. If County elects to suspend payment to Municipality pursuant to this section, County shall provide written notice to Municipality specifying the actions that must be taken by Municipality as a condition precedent to resumption of payments and specifying a reasonable date by which Municipality must take such actions. If County determines that the specified actions were taken by Municipality by the date set forth in the notice, County shall resume payments under this Agreement.

5.7. Recoupment. Municipality shall be required to repay to County any CARES Funds determined by County, in County's reasonable discretion, to be ineligible for reimbursement under the terms of this Agreement, or determined by the U.S. Department of Treasury to be ineligible use(s) of CARES Funds, including, but not limited to upon the occurrence of any of the following: (a) Municipality's use of any CARES Funds for ineligible expenses or activities; (b) any overpayment by County; (c) any CARES Funds are expended by Municipality, or any of its subcontractors, in violation of this Agreement; or (d) if County is required to refund any CARES Funds that were paid to Municipality under this Agreement or proceeds from or interest on such amounts, including proceeds from sales or disposals of assets purchased by Municipality using CARES Funds and interest received by Municipality on CARES Funds held in interest-bearing accounts, if applicable. Municipality shall repay any amounts required to be repaid to County under this Agreement from nonfederal sources within thirty (30) days after written notice is provided by County. If such amounts are not timely repaid, County may, in its sole discretion, withhold payment on any pending or subsequent Requests for Payment by Municipality, or offset Municipality's obligation to repay County under this Agreement by applying it as a credit against any other funds owed by County to Municipality under this or any other agreement or any other payment obligation. Municipality agrees that the repayment obligations under this section shall apply regardless of whether CARES Funds were believed or determined by County to be eligible for reimbursement to Municipality prior to the occurrence of the event triggering the repayment obligation hereunder. Municipality waives any present or future defense, counterclaim, or setoff, regardless of the basis, known or unknown, that Municipality may have to any action by County in enforcing the repayment obligation set forth in this section.

5.8. Security. In addition to County's rights under this Agreement, and notwithstanding any distribution requirement otherwise provided in Florida law, the Florida Administrative Code, the Florida Department of Revenue's rules and procedures, or any other law, rule, regulation or procedure, if Municipality fails to repay County as required in Section 5.7, Municipality authorizes County to withhold from any revenues, including taxes and fees, that County collects on behalf of Municipality an amount equal to the amount owed by Municipality, which shall be held in a separate account as security until Municipality repays to County all sums owed pursuant to this Agreement.

ARTICLE 6. MUNICIPALITY COVENANTS

6.1. CARES Funds Eligibility Criteria. Municipality acknowledges and agrees that CARES Funds may only be utilized to cover expenses that (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in Municipality's budget most recently approved as of March 27, 2020; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Municipality further acknowledges and agrees that CARES Funds may not be used to fill shortfalls in government revenue or to cover expenditures that would not otherwise qualify as eligible expenses under the CARES Act. Municipality warrants and represents that Municipality will only request, receive, or accept CARES Funds under this Agreement for Eligible Expenditures that comply with all of these requirements and limitations and all requirements and limitations of the CARES Act, including as such may be amended.

6.2. Use of CARES Funds. Municipality represents and agrees that the funding provided by County to Municipality under this Agreement will be utilized by Municipality only for the Projects, each of which is an Eligible Expenditure as permitted under the CARES Act, as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B and the Project Timelines set forth in Exhibit C.

6.3. Proceeds. Municipality shall not sell or otherwise dispose of any assets acquired using CARES Funds in exchange for compensation (monetary or in-kind). If Municipality sells or otherwise disposes of any assets acquired using CARES Funds in exchange for compensation of any kind prior to December 30, 2020, Municipality shall transfer the proceeds from any such sale or disposal, if any, to County, or pay County the cash equivalent of the in-kind value, within three (3) business days after receipt by Municipality of such proceeds.

6.4. Grants or Loans. Any refund or repayment of a grant or loan, in whole or in part, made by Municipality to any recipient or borrower using CARES Funds must be transferred to County within three (3) business days after receipt by Municipality of the repayment from the recipient or borrower of the grant or loan.

6.5. Interest. If any CARES Funds are prepaid directly to Municipality, any interest earned or other investment proceeds received by Municipality on such CARES Funds, including by deposit in an interest bearing account, shall be used only for Eligible Expenditures for the Projects, and

if unspent on December 30, 2020, must be transferred by Municipality to County within three (3) business days after receipt by Municipality of the interest or proceeds.

6.6. No Independent Funding Obligation. Municipality acknowledges and agrees that County is not obligated by the CARES Act or any other law, rule, or regulation to provide any CARES Funds to Municipality, that County voluntarily has elected to distribute a portion of CARES Funds to Municipality, and that County's obligation to provide CARES Funds to Municipality shall be limited to the CARES Funds as set forth in Exhibit B and subject to the terms and conditions of this Agreement.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights. In addition to the federal audit requirements of Section 8.4, County shall have the right to audit the books, records, and accounts of Municipality and any subcontractors (collectively, "Audited Entities") providing goods or services for which funding or reimbursement is sought under this Agreement (the "Contract Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this Agreement may include, but are not limited to, on-site visits by County staff, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

8.2. Retention of Records. Audited Entities shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement

and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make same available in written form at no cost to County.

Contract Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance relating to the Projects. Contract Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance relating to the Projects of any of the Audited Entities.

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Projects or this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). The Projects and all expenditures relating to the Projects shall be subject to County's review, critique, and analysis for the duration of the Project.

8.3. **Audit Results.** Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within thirty (30) days after presentation of County's findings to Municipality.

8.4. **Audit Requirements.** Municipality shall comply with the requirements, standards, and the applicable provisions set forth in the Single Audit Act (31 U.S.C. Sections 7501-7507) and the related provisions of 2 C.F.R. Part 200 (Uniform Guidance), including 2 C.F.R. Part 200.303, 2 C.F.R. Part 200.330 through 332, and Subpart F, Audit Requirements. Municipality shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, Section 215.97, Florida Statutes, applicable Rules of the Department of Financial Services, and Chapters 10.550 (local government entities) or Chapter 10.650 (nonprofit and for profit organizations), Rules of the Auditor General, State of Florida, as applicable. Copies of the reporting package required under 2 C.F.R. Part 200 must be filed with County the earlier of thirty (30) calendar days after receipt of the Auditor's Report(s), or nine (9) months after the

end of the audit period. All CARES Funds provided by County must be shown via explicit disclosure in Municipality's annual financial statements or the accompanying notes to the financial statements.

8.5. Municipality shall comply with all requirements of the U.S. Department of Treasury Office of Inspector General, including the requirement to register with SAM.gov.

ARTICLE 9. TERMINATION

9.1. County's obligations under this Agreement are subject to the availability of CARES Funds. If CARES Funds become unavailable, County may terminate this Agreement upon written notice to Municipality no less than three (3) days prior to the effective termination date stated in the notice. This Agreement may also be terminated by the Board upon fifteen (15) days' prior written notice to Municipality if the Board determines that the emergency circumstances of the COVID-19 crisis require that the CARES Funds be otherwise allocated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Commented [AR11]: Again, another example of something the cities should not feel comfortable with.

9.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach.

9.3. This Agreement may be terminated for cause by County for reasons including, but not limited to any of the following:

9.3.1. Repeated submission by Municipality (whether negligent or intentional) for payment of false or incorrect Requests for Payment;

9.3.2. Fraud, misrepresentation, or material misstatement in the performance of this Agreement by Municipality or its subcontractor(s);

9.3.3. Municipality's failure to comply with applicable federal, state, or local law or regulations; or

9.3.4. Municipality's utilization of the CARES Funds provided under this Agreement in a manner that violates applicable law, the CARES Act, or for uses or purposes other than the Projects.

9.4. This Agreement may be terminated for convenience by either Party, which termination date shall be not less than thirty (30) days after the date of such written notice.

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.6. If this Agreement is terminated for any reason, County may, in County's reasonable discretion, reimburse Municipality upon receipt of a Request for Payment in accordance with the terms of this Agreement for documented and committed Eligible Expenditures related to a Project incurred by Municipality prior to the date of Municipality's receipt of the written notice of termination. For purposes of this Agreement, documented and committed Eligible Expenditures related to a Project means any verifiable expense that has already been incurred by Municipality and cannot be recovered, including, but not limited to a purchase order for payment of materials and supplies, executed by Municipality or subcontractor on Municipality's behalf, for a Project under this Agreement. Notwithstanding the above, Municipality shall not expend, or commit to expend, any funds for Eligible Expenditures related to a Project after written notice of termination is provided by Municipality to County or received by Municipality from County. Any payment by County pursuant to this section is subject to all applicable provisions of this Agreement, including the sections surviving termination of this Agreement as set forth in Section 11.22. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity, all such remedies being cumulative.

ARTICLE 10. INSURANCE

10.1. Municipality is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

10.2. Upon request by County, Municipality must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Municipality holds any excess liability coverage, Municipality must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

10.3. If Municipality maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Municipality's self-insurance.

10.4. If Municipality contracts with a subcontractor to provide any of the services for a Project, Municipality shall require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that subcontractor. Municipality must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Municipality shall not permit any subcontractor to provide services for a Project until the insurance requirements of the subcontractor under this section are met. If requested by County, Municipality shall furnish evidence of insurance of all such subcontractors.

10.5. County reserves the right, but not the responsibility, to periodically review any and all insurance policies.

ARTICLE 11. MISCELLANEOUS

11.1. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Municipality shall include the foregoing or similar language in its contracts with subcontractors for goods or services that constitute Eligible Expenditures.

11.2. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement.

11.3. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Municipality shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality. Municipality shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.4. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

11.5. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Municipality, nor shall anything included herein be construed as consent by County or Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

11.6. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.7. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and ashton@broward.org

FOR MUNICIPALITY:

[REDACTED]
[REDACTED]
[REDACTED]

Email address: [REDACTED]

11.8. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section

(unless County subsequently consents thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Municipality's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. Municipality hereby accepts and shall comply with the additional terms for federally funded contracts set forth in Exhibit E, to the extent applicable, and shall include such applicable federal provisions in any contracts with Subcontractors.

11.11. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.14. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or

article. Any reference to “days” means calendar days, unless otherwise expressly stated. To be effective, any approval under this Agreement made by or on behalf of County must be in writing.

11.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect unless otherwise expressly stated herein.

11.16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Municipality.

11.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19. Payable Interest

11.19.1. Payment of Interest. County shall not be liable to pay any interest to Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

11.19.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible

under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.21. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.22. Survivability. Notwithstanding any expiration or termination of this Agreement, the following provisions shall survive expiration and termination: Section 4.5 (Final Financial Report); Section 5.5 (Deadline for Expenditures); Section 5.7 (Recoupment); Section 5.8 (Security); Article 6 (Municipality Covenants); Article 7 (Indemnification); Article 8 (Auditing); Section 11.3 (Public Records); Section 11.5 (Sovereign Immunity); Section 11.6 (Third-Party Beneficiaries); Section 11.16 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.19 (Payable Interest); and this Section 11.22 (Survivability).

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through
its County Administrator, authorized to execute same by Board action on the _____ day of
_____, 20____, and Municipality, signing by and through its
_____ duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

_____ day of _____, 20____

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Alicia C. Lobeiras
Assistant County Attorney

By _____
Annika E. Ashton
Deputy County Attorney (Date)

Draft Municipal CARES ILA
08/08/2020
#524671v13
RDH/AEA/ACL

CARES Act Funding Agreement-Municipality

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SUBAWARD AGREEMENT BETWEEN BROWARD COUNTY
AND THE [REDACTED] FOR CARES ACT FUNDING

MUNICIPALITY

ATTEST: CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20__

I HEREBY CERTIFY that I have approved
this Agreement as to form and legal
sufficiency subject to execution by the parties:

City Attorney

**EXHIBIT A
SCHEDULE OF PROJECTS**

DRAFT

Total CARES Funds: \$ [_____]

**EXHIBIT B
BUDGET**

[BUDGET DETAILS]

DRAFT

**EXHIBIT C
PROJECT TIMELINES**

DRAFT

EXHIBIT D
REQUEST FOR PAYMENT DOCUMENTATION REQUIREMENTS

Required Documentation

Municipality shall submit the documentation itemized below ("Required Documentation") with each invoice for CARES Funds.

Required Documentation includes:

1. Completed Request for Payment in the form approved by the Contract Administrator;
2. A certification in accordance with Section 5.2 that all funds received and utilized to date under this Agreement were utilized only for Eligible Expenditures;
3. A certification from Municipality's administrator or the administrator's authorized representative that the work, services, or activities, or materials being invoiced have been received or completed;
4. Documentation of costs associated with any Municipality personnel providing any services for the Project, if applicable;
5. An executed copy of each subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
6. A certified copy of the purchase order or other Municipality document authorizing the work, services, activities, or materials for which Municipality is invoicing;
7. A copy of all subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by Municipality's administrator or manager of the Project, as applicable;
8. Any additional documentation required by any additional provision of Federal Law; and
9. Any additional documentation that may be reasonably requested by Contract Administrator.

**EXHIBIT E
FEDERAL PROVISIONS**

1. Municipality shall comply with the following Federal provisions, if applicable, and shall include such applicable Federal provisions in Clerk's contracts with Subcontractors, including all applicable provisions set forth in 2 C.F.R. Appendix II to Part 200:

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

b. Municipality shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

c. Municipality agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C until the termination or expiration of this Agreement. Municipality further agrees to include a provision requiring such compliance in its lower tier covered transactions relating to this Agreement. Municipality affirms and verifies that neither Municipality, nor any of its principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905), are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

d. The foregoing subsections are material representations of fact relied upon by County. If it is later determined that Municipality did not comply with 2 C.F.R. Part 180, subpart C or 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including, but not limited to suspension and/or debarment.

e. Municipality shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Among other things, Municipality shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recover materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. By execution of this Agreement, Municipality certifies that:

a. 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 any 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.

b. 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.

c. Municipality shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Municipality certifies or affirms the truthfulness and accuracy of each statement of the foregoing certification and disclosure, if any. In addition, Municipality understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

EXHIBIT F
SCHEDULE OF ELIGIBLE EXPENDITURES

Commented [AR12]: What is the purpose of this? Our Exhibit A should be what is included herein.

A. Categories of Eligible Expenditures:

1. Medical expenses such as:

- a) COVID-19-related expenses of public hospitals, clinics, and similar facilities.
- b) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
- c) Costs of providing COVID-19 testing, including serological testing.
- d) Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
- e) Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.

2. Public health expenses such as:

- a) Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
- b) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- c) Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
- d) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
- e) Expenses for public safety measures undertaken in response to COVID-19.
- f) Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a) Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b) Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c) Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e) COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f) Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a) Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b) Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c) Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act eligibility criteria.

RESOLUTION NO. 2020-098

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR CARES ACT FUNDING; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida; and

WHEREAS, Broward County qualified for a direct payment allocation and received \$340,744,702 in funding under the CARES Act; and

WHEREAS, Broward County will allocate a portion of the funding received from the CARES Act to the various municipalities within the county; and

WHEREAS, it is necessary for Broward County and Town to enter into a written agreement setting forth the terms and conditions for the allocation of a portion of the CARES Act funding from Broward County to Town.

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

Section 1: That the Town is authorized to make and enter into the Agreement Between Broward County and Town of Pembroke for CARES Act funding, said Agreement being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the appropriate Town Officials are authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

Section 3: That the Town Manager is authorized and directed to execute any and all further documents required by Broward County in order for the Town to receive the CARES Act funding allocation from Broward County pursuant to the Agreement.

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.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - CARES Act funding.FN24825E.docx

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Food Forest Improvements at Ryan Park** Agreement Number: **A1115**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **Pembroke Park, Town of** Entity Type: **A Local Government**
- Grantee Address: **3150 SW 52nd Avenue, Pembroke Park, Florida 33023-5413** FEID: **59-0968454** (Grantee)
3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2023**
4. Project Number: **A21115** Project Location(s): **3115 SW 52nd Avenue, Pembroke Park, Florida (Broward County)
33023-2329**
(If different from Agreement Number)
- Project Description: **Develop new picnic facilities and ADA compliant trail.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$50,000.00	☒ State ☐ Federal	Line Item No. 1728, GAA, FY2020-2021	\$50,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$50,000.00

6. Department's Grant Manager Name: **Angie Bright** or successor Address: **3900 Commonwealth Blvd
MS# 585
Tallahassee, FL 32399** Phone: **850-245-2501** Email: **angie.bright@floridadep.gov**
- Grantee's Grant Manager Name: **Ms. Myriam Jacques** or successor Address: **3150 SW 52nd Avenue
Pembroke Park, Florida 33023-5413** Phone: **954-966-4600** Email: **mjacques@townofpembrokepark.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Pembroke Park, Town of

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

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- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

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to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

Attachment 1

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resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee 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 Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'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 Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from 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 Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

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20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website:
<https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A1115**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is ***Food Forest Improvements at Ryan Park***. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☐	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Food Forest Improvements at Ryan Park
Grantee Name: Town of Pembroke Park
FRDAP Project # A21115

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 3115 SW 52nd Avenue, Pembroke Park, Florida (Broward County) 33023-2329 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Develop new picnic facilities and ADA compliant trail. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2023, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection

ATTN: Office of Ombudsman and Public Services

Public Records Request

3900 Commonwealth Boulevard, MS 49

Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award	\$50,000.00	
-------------	-------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Attachment 6

1 of 3

Rev. 5/6/2020

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

Attachment 6

2 of 3

Rev. 5/6/2020

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

Exhibit A

Land and Water Conservation Fund Program

Florida Recreation Development Assistance Program

Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):

- ☐ January through April:
☐ May through August:
☐ September through December:

Due May 5th
Due September 5th
Due January 5th

LIAISON: _____

Signature

Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



Florida Department of Environmental Protection

CERTIFICATION OF INSURANCE FORM

Required Signatures: **Adobe Signature**

PROOF OF INSURANCE PROVIDED

Grantee: _____

Project Title: _____

Project Number: _____

I _____ REPRESENTATIVE FOR (city/county district) _____
HEREBY CERTIFY THAT I HAVE ATTACHED PROOF OF GENERAL LIABILITY INSURANCE THAT
IS CURRENT, IN GOOD STANDING AND SHALL REMAIN IN EFFECT THROUGH THE DURATION
OF THIS FLORIDA RECREATION DEVELOPMENT ASSISTANCE (FRDAP) GRANT PERIOD.

Signature: _____ **Date:** _____

- OR -

SELF-CERTIFIED ACKNOWLEDGEMENT

Grantee: _____

Project Title: _____

Project Number: _____

I _____ REPRESENTATIVE FOR (city/county district) _____
HEREBY CERTIFY THAT THE (city/county district) _____ IS SELF
INSURED AND THIS COVERAGE SHALL LAST THROUGH THE DURATION OF THIS FLORIDA
RECREATION DEVELOPMENT ASSISTANCE (FRDAP) GRANT PERIOD.

Signature: _____ **Date:** _____

RESOLUTION NO. 2020-097

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO STANDARD GRANT AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RELATING TO FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM; AUTHORIZING APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has created a Community Garden and Exotic Fruit Orchard at AJ Ryan Park (“Food Forest”) as a part of its Agro-Eco Program to educate local residents and students on the benefits of a healthy diet, sources of fresh foods, sustainable agriculture, and environmental stewardship; and

WHEREAS, the Town desires to continue the improvements to the Food Forest through the design and construction of an ADA compliant nature trail through the Food Forest and installation of picnic tables, barbeque grills and trash receptacles adjacent to the nature trail at AJ Ryan Park; and

WHEREAS, Town applied to the Florida Recreation Development Assistance Program for grant funding to assist in funding for the intended improvements and has been awarded a grant in the amount of \$50,000.00 to use towards the design and construction of the ADA compliant nature trail and picnic facilities; and

WHEREAS, it is necessary for the parties to enter into a Standard Grant Agreement setting forth the terms and conditions for the use of the funds for the Food Forest improvements at AJ Ryan Park.

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

Section 1: That the above recitals are true and correct and are incorporated in this resolution by reference herein.

Section 2: That the Town is authorized to make and enter into the Standard Grant Agreement with the State of Florida Department of Environmental Protection relating to the Florida Recreation Development Assistance Program Grant in the amount of \$50,000.00, said Standard Grant Agreement being on file with Town Clerk and by reference made a part hereof.

Section 3: That the appropriate Town Officials are authorized and directed to execute and deliver said Standard Grant Agreement for and on behalf of the Town.

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.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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RESOLUTION NO. 2020-094

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A NEW LOGO FOR THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has adopted various logos for Town use; and

WHEREAS, the Town desires to adopt a new logo for the Town of Pembroke Park.

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

Section 1: That the Town Commission does hereby adopt and approve the new logo for the Town of Pembroke Park as shown on the attached Exhibit "A" which is incorporated herein by reference.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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TOWN OF
PEMBROKE PARK

F L O R I D A

The Small Town that Means Big Business

RESOLUTION NO. 2020-101

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK RECORDS MANAGEMENT MANUAL; AUTHORIZING AND DIRECTING THE TOWN OFFICER TO APPOINT A RECORDS MANAGEMENT LIAISON OFFICER FOR THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Statutes and Florida Administrative Code contain laws and regulations establishing the requirements by which public records are to be maintained by government agencies which include making government records available to the public, storage of records for active use and inactive use, and disposal of records at the end of their useful life; and

WHEREAS, Government Operations Consultant Oel Wingo prepared a Records Management Manual for the Town to comply with the requirements of Florida law; and

WHEREAS, Section 257.36(5), Florida Statutes, requires government agencies to appoint a Records Management Liaison Officer to ensure local governments are complying with the records management requirements of Florida law.

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

Section 1: That the Town hereby approves and adopts the Records Management Manual prepared by Oel Wingo dated December 3, 2018 as the Records Management Manual for the Town of Pembroke Park, said Records Management Manual being on file with the Town Clerk and by reference made a part hereof.

Town of Pembroke Park
Resolution No. 2020-101

Section 2: That the Town Manager is authorized and directed to appoint a Town employee to serve as the Town's Records Management Liaison Officer as provided for in Section 257.36(5), Florida Statutes.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

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

Agenda Request

Meeting Date:	August 26, 2020
Subject:	Document disposal
Initiated by:	☒ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Clerk Commission Jacobs
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Cost to maintain documents \$25,000.00 per year, per four drawer file cabinet. Attached is the Oel Wingo Records Management Manual.
Fiscal Impact:	Over \$25,000.00 plus storage space
Policy Question(s) for Commission Considerations:	Approval of document disposal in accordance with the State of Florida Records Disposition GS1-SL. Oel Wingo study included a Records Management Manual which explained the process.
Summary:	The Town of Pembroke Park needs to dispose of documents which are obsolete. The continuance of document hoarding is costly, reduces valuable office space and is a public records nightmare taking endless staff time hours to locate these documents.
Background:	The Town has not maintained a proper disposal program in the past and has kept a number of documents which are obsolete and a liability for the Town.
Discussion/Analysis:	
Options:	Rent a storage unit to maintain boxes.
Advantages:	Ensures the availability and location of permanent records and eliminates the liability of being unable to produce documents. Documents that have been properly disposed of are in compliance with the State of Florida Records Retention Schedule.
Disadvantages:	Document storage is costly, reduces valuable office space and is a public records nightmare taking endless staff time hours to locate these documents. Without a disposal system we are not in compliance with State of Florida GS1-SL records retention schedule.
Possible action:	
Advantages:	Bring the Town into compliance, make space for new offices, reduce cost to maintain records and have the ability to retrieve documents. In addition, the information can be uploaded to the website to provide transparency and easy access for the residents.
Disadvantages:	Without proper retrieval of documents the Town can be held liability for not producing documents.
Staff Recommendations:	
Additional Action Needed:	None

Fun Facts about Paper Files -



Laserfiche



Records Management Manual

TEMPLATE

(see template instructions following page)

Record of Changes

Instructions: Use the table below to record information regarding changes made to the document over time from the original adoption to revisions or additions. .

Action	Policy Revised or Added	Resolution #	Date
Adopted			
Revision			
New			

TEMPLATE INSTRUCTIONS

This document is a template to enable the Town to finalize a Local Government Records Management Manual . The policies and/or procedures were developed by referencing current applicable laws and professional best practices for each field and/or guidance..

All instructional or guidance text appears in blue italicized font throughout this template, which should be deleted in the Final Document. In some cases, the specific language used for a policy may need to be replaced with information more specific to the Town's particular circumstances and some policies may need modification due to existing contradictory language in Town Documents. Finally, there may be practices in place that are inconsistent with existing policy and the Town needs to determine which policy practice shall be followed henceforth.

All Text and Tables that are not in blue italics are provided as boilerplate examples of wording and formats that may be modified if needed. However, caution should be used in making major changes to this text.

In order to maintain the integrity of the document and table of contents, follow these steps:

- 1. Do not modify fonts, styles (headings etc.).*
- 2. Do not delete any headings...all Headings are consistent with policies which should be included.*
- 3. Use the insert key when inserting to overwrite.*
- 4. Delete all BLUE(including word TEMPLATE) instructional guidance text when finished.*
- 5. Update Table of Contents when complete. .*

Note: All Manuals should include a Creation and Revision Table to document changes over time.

In terms of finalizing this manual, the Town must address:

- 1) What type of software for imaging will be used?*
- 2) Forms needed will be dependent upon type of software if any is used.*

If needed, OWMCS is available to produce the final manual and forms determined to be necessary to implement the processes, once final reviews are completed and affirmed by the Town Manager and Town Attorney..



Records Management Manual

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OVERVIEW OF FLORIDA STATUTES AND ADMINISTRATIVE CODE (FAC) PROVISIONS

Florida Statutes Chapter 119 provides that records of public agencies are open to public inspection and defines public records as *"all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency"*.

Florida's records management program promotes the efficient, effective, and economical management of public records. Proper records management ensures that information is available when and where it is needed, in an organized and efficient manner, and in an appropriate environment.

Records management is more than retention, storage, and disposition of records; it entails all record-keeping requirements and practices that allow an organization to establish and maintain control over information flow and administrative operations. Florida's records management program is authorized by Section 257.36, Florida Statutes and applies to public records as defined in 119.011(12), FS.

Records management seeks to control and manage records throughout their life cycle, from their creation through active use, inactive storage, and final disposition. Managing records provides space savings, reduced expenses for filing equipment, increased efficiency of information retrieval, compliance with records retention requirements, identification and protection of vital and historical records, and control over creation of new records. FS 119, FS 257.36 and FAC rules provide the following:

- Access to public records is a right of any individual and providing access to public records is a duty of each public agency.
- Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records.
- Establishes maximum fees for public records requests charged by public agencies.
- Anonymity is the right of any requestor of public records and public agencies may not require written requests for public records.
- Certain records as set out in FS 119.071 may be considered confidential or exempt and may not be disclosed except to designated individuals/agencies or may need to be redacted prior to disclosure.
- Electronic records (email, text, message) must be treated in the same manner as paper records and based on content of the message.
- Each Agency shall appoint a Records Management Liaison Officer (RMLO).
- All public records must be maintained in the building in which they are ordinarily used.



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- Insofar as practicable, a custodian of public records of vital, permanent, or archival records shall keep them in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials and in such arrangement as to be easily accessible for convenient use.
- The State of Florida Division of Library and Information Services of the Department of State provides rules to establish retention schedules and a disposal process for public records.
- The record (master) copy of a public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division.
- Duplicate copies of all records, called OSA (obsolete, superseded, or administrative value lost) by the State, can be destroyed without documentation.

Town of Pembroke Park Records Management Liaison Officer

Florida Statutes 257.36(5) requires that governmental agencies appoint a Records Management Liaison Officer (RMLO) to establish and maintain an active and continuing records management program.

Per Town Charter, the Deputy Town Clerk/Deputy Clerk is the custodian of all the minutes of all the meetings of the Town Council, and all the Boards, Commissions, Committees, and agencies of the Town. Additionally, the Deputy Town Clerk has been designated as the appointed position to maintain vital records of the Town, including official contracts and agreements, which are kept in a safeguarded fireproof vault as well as off-site.

The Town has outsourced certain functions such as Planning which have documents which must be maintained consistent with the law. Any documents generated by outsourced functions shall be obtained by the Deputy Town Clerk and maintained according to all applicable laws and policies.

The Town Deputy Clerk serves as the RMLO and is responsible for the development of the Town's records management program and making sure that records that are no longer needed are properly disposed.

RMLO Responsibilities:

- Serves as the primary point of contact between the agency and the Bureau of Archives and Records Management.
- Coordinates and accommodates public access requests.
- Conducts the agency's records inventory .
- Coordinates interagency records management training.
- Develops business procedures.



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TOWN OF PEMBROKE PARK RECORDS MANAGEMENT POLICY

It is the policy of the Town of Pembroke Park that:

- The Deputy Town Clerk's office will establish proper records disposition procedures and distribute them to all departments.
- The Town will utilize the prepared State of Florida Records Retention Schedules for the proper disposition of its records and annually submit a proper compliance form to the Department of State, Bureau of Archives and Records Management.
- The Deputy Town Clerk's office will coordinate with and educate all Town personnel on the importance of public records laws and an efficient records management program.
- The Town will have a contract with a records storage facility for the safe storage of permanent (historic/archival) and long-term original paper records.
- The Deputy Town Clerk's office will maintain a Vital Records Program so that in the event of a disaster, the Town will be able to start up again with little trouble.
- The Deputy Town Clerk's office will provide, as much as possible, an area for storage of boxes. Each department will be designated shelf space in our records warehouse for records with scheduled retentions.
- All Records Disposition Forms will flow through the RMLO.

GENERAL RECORDS MANAGEMENT PROCEDURES

Records Retention and Retrieval Procedures

Florida Statutes 257.36(6) states that, "A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." Also, agencies must maintain internal documentation of records disposition including retention schedule number, retention schedule item number, records series title, inclusive dates, and volume (in cubic feet) of records destroyed.

The Florida Department of State maintains General Records Schedules, which set retention requirements for records documenting administrative and program functions common to several or all government agencies including: personnel, accounting and general administration. These schedules are available on the Department of State website.

PROCEDURES:

1. The RMLO is responsible for ensuring compliance with all applicable records schedules.
2. Each Department is responsible for ensuring that their public records are maintained and preserved according to Florida Statutes.
3. Departments shall coordinate with the RMLO to properly administer their departments' records in accordance with the appropriate Records Retention Schedule.



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4. Once a department determines a record no longer needs to be stored on-site, the Department should forward the records to the RMLO for storage or destruction. When records are boxed and ready, labels shall be applied prior to transmittal to the RMLO clearly stating what department they are from and any special requests for retention. The RMLO shall determine if the records in the box meet the requirements of the General Retention Schedule for either storage or destruction.
5. If records need to be retrieved from storage, the department should contact the RMLO, who will retrieve the records.

Email Retention

Retention periods for Email can be found in the State's General Records Schedule. E-mail files should be a part of the same destruction requirements as all other documents.

Retention of most Email records falls within the following categories:

Category/Type	Retain
General correspondence, sender's inter-department memoranda, and most fiscal and budget records.	Three fiscal years.
Routine announcements and information including notices of seminars or workshops, queries regarding processes or ideas and general information regarding programs.	Until obsolete, superseded, or administrative value is lost.
Reference files that are general information files used in daily functions of the administrative area.	Until obsolete, superseded, or administrative value is lost.
Meeting notices, minutes, statistical records, reading files and recipient's inter-department memoranda.	Until obsolete, superseded, or administrative value is lost.

Retention schedules are based on a record's informational content, not its format. Email that falls into the category of "retain until administrative purpose is served" may be deleted on a daily basis. Email that has a longer retention period (such as correspondence or sender's memoranda) must be kept through the three-year retention period, or other corresponding requirement.

Maintaining Email

Florida's public record law offers challenges to maintaining Email, mainly because E-mail documents are both informal and efficient. Most Email users prefer to reduce or eliminate the handling, filing and archiving tasks often associated with hard copy. Because of the differences in which Email and hard copy are used, many Email users do not have systems in place for periodically reviewing, storing or deleting Email.

Public record Email can be deleted after it has been retained for the correct time period as determined by the retention schedules. A public record that is stored and accessible after this time is still a public record and must be produced upon request. A systematic deletion program not only eliminates obsolete



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documents from the files, but also saves resources by not indefinitely and unnecessarily storing information beyond appropriate time lines.

While methods for reviewing, storing, or deleting Email vary, employees need to comply with the retention requirements by doing one of the following:

1. Print the Email and store the hard copy in the relevant subject matter file as you would any other hard copy communication. Printing the Email permits you to keep all information on a particular subject matter in one central location, enhancing its historical and archival value. You must determine if incoming E- mail needs to be printed before being deleted from your system; or
2. Electronically store your public record Email according to the conventions of your Email system and retain it electronically pursuant to the Town's retention schedules.

Periodic backup of Email by _____ Information Systems is done under the Town's disaster recovery plan. These backups are for recovery purposes only, not for historical archiving purposes.

All incoming and outgoing Town Email is archived using an Email archiving appliance. The archived Email can be searched by the Town Attorney's or Deputy Town Clerk's staff when needed to comply with public records requests and civil law e- discovery.

Records Destruction and Annual Compliance

In 2001, Florida Law was changed to provide that agencies need not seek State approval for destruction of individual records, as was the past process, but we must still comply with Florida records law relative to disposition and destruction which is covered in the Florida Administrative Code as follows:

1B-24.003(10) Agencies shall ensure that all destruction of records is conducted in a manner that safeguards the interests of the State and the safety, security, and privacy of individuals. In destroying records containing information that is confidential or exempt from disclosure, agencies shall employ destruction methods that prevent unauthorized access to or use of the information and ensure that the information cannot practicably be read, reconstructed, or recovered. The agency shall specify the manner of destruction of such records when documenting disposition. Where possible, recycling following destruction is encouraged.

For paper records containing information that is confidential or exempt from disclosure, appropriate destruction methods include burning in an industrial incineration facility, pulping, pulverizing, shredding, or macerating. High wet strength paper, paper mylar, durable-medium paper substitute, or similar water repellent papers are not sufficiently destroyed by pulping and require other methods such as shredding or burning.

For electronic records containing information that is confidential or exempt from disclosure, appropriate destruction methods include physical destruction of storage media such as by shredding, crushing, or incineration; high-level overwriting that renders the data unrecoverable; or degaussing/demagnetizing.

For other non-paper media containing information that is confidential or exempt from disclosure, such as audio tape, video tape, microforms, photographic films, etc.,



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appropriate destruction methods include pulverizing, shredding, and chemical decomposition/recycling.

Agencies shall not bury confidential or exempt records since burying does not ensure complete destruction or unauthorized access.

PROCEDURES:

1. All records disposition forms will flow through the Deputy Town Clerk, RMLO for general administration.
2. Records destruction is handled through the Deputy Town Clerks office via a recycling contractor which provides on-site shredding services.
3. All records transmitted for storage in the Clerk's office must be in a 1.5 cubic foot box and include a completed "Records Transfer Form" and a "Records Disposition Form" with a box label affixed to the front of the box indicating records description, date range, records series and number, destruction date and volume. A records volume guide is at the back of this manual in FORMS.
4. Electronic records, prior to destruction (deletion) which have retention must also have a completed "Records Disposition Form" indicating records description, date range, records series and number, and destruction date, before they can be deleted.
5. No record (master) copy shall be destroyed without a completed disposition form submitted to the Deputy Town Clerk's office and which includes all required information and the signatures of the Department Head, Department Liaison, RMLO and witness, and has been reviewed and determined to meet retention.
6. In addition to records that have met retention and are properly documented, duplicate paper records and other OSA paper records shall be destroyed only by utilizing the recycling bins located in _____ on-site recycling. Please do not use waste receptacles since Florida law prohibits this method of records destruction. Records destruction for documented records shall be witnessed by Deputy Town Clerk staff.
7. Records disposition forms are considered permanent records in accordance with State law and MUST be retained permanently. The Deputy Town Clerks office has scanned all records disposition forms.
8. The Deputy Town Clerk/RMLO, consistent with State law, shall file an annual Records Disposition Compliance Form with the State of Florida Department of State, Division of Library and Information Services.

VITAL RECORDS

Vital records are an integral part of the Records Management Program for the Town of _____.
Vital records are those records which are critical to the continuation of government under crisis or



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emergency conditions, and to allow us to return to normal operations in a post-emergency situation.

The Deputy Town Clerk/RMLO should establish a Vital Records Program as part of its Emergency Management Plan. Some examples of vital records are, but not limited to, the following:

- Computer Backups
- Personnel Records Payroll Records Financial Records
- Accounts Payable/Receivable Agreements
- Permanent Records of the Town Cemetery Records
- Property Deeds

TOWN RECORDS INVENTORY – LOCATION OF RECORD (MASTER) COPY

The Deputy Town Clerk/RMLO shall be responsible for working with each Department to establish accessible locations for master records and creating a Town Records Inventory to assist agency personnel in finding records as needed and responding in a timely and accurate manner to public records request.

The RMLO will also determine whether record (master) copies are being maintained too long in accordance with established Records Retention Schedules. Maintaining certain documents that have archival value beyond the State specified retention time may be important to Town management and it is then appropriate to maintain the records, however, if the agency retains those records and there are public records requests for those records, the agency must provide them if and when requested.

SOCIAL SECURITY NUMBER COLLECTION POLICY

FS 119.071 General Exemptions provides for exemptions and confidential status for many records held by a public agency, and all Town personnel who deal with public records dissemination should become familiar before they release any record to any requestor. The Government in the Sunshine Manual produced by the First Amendment Foundation, goes into great detail on Exempt and Confidential Records or you can simply refer to FS 119.071.

Portions of certain records must be redacted where there is exempt or confidential information included in the record and some records may not be able to be disclosed at all under certain circumstances.

The State of Florida set out a specific policy on collection and disclosure of social security numbers in 2007, requiring agencies to adopt a policy.

The Town of Pembroke Park recognizes that an individual's social security number is a unique form of identification that can be utilized to obtain sensitive information regarding that particular individual, however, the Town must collect social security numbers under certain circumstances in order for the Town to be able to properly perform its duties and functions as a municipal corporation and in order to ensure that such duties and functions are performed accurately and efficiently.



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ELECTRONIC RECORDS AND MEDIA (LASERFICHE, DATABASES, EMAILS, TEXTS)

All records scanned onto electronic media will be tested periodically by Deputy Town Clerk staff and the Town Information Services (MIS). MIS will run a system backup and store the backup off-site. This supersedes State law requirement to test all imaged documents every 10 years. (This does not include audio and video tapes)

As much as is reasonably possible, permanent and long-term records will be scanned to Laserfiche or any other approved database which a part of the Town's network is, and the electronic version may become the record (master) copy. All departments will be encouraged to begin using Laserfiche as soon as reasonably and financially able.

Each department will maintain and update their Outlook emails routinely and in a timely manner to move them to Outlook public folders set up by the MIS Division so they can be retained in accordance with retention laws and to make them available to public view on the public computer located in the Clerks' Office. Emails do not have a separate retention type, but are based on their content. If an email is personal and contains no Town business, it is not public record and should be destroyed and not moved to Outlook public folders. If an email is considered OSA (obsolete, superseded, or administrative value lost) it may be deleted as soon as it becomes OSA. (Example— email to invites someone to a seminar, meeting, lunch, etc. and contains no other content that would make it meet any other description in State Retention Schedules, can be deleted)

Town Cell phones issued to staff and Council do not currently have text capability. When and if that changes, a policy on retaining text messages will need to be established.

GENERAL PROCEDURES FOR PUBLIC RECORDS REQUESTS

This section is directly from the policy prepared by the attorney and adopted by Town Commission

The Town of Pembroke Park strives to be fully transparent and supports the principles set forth in Chapter 119, Florida Statutes, the Public Records Law. In support of those principles, the Town incorporates the following policies to inform the Town staff about implementation of and compliance with the Public Records Law within the Town.

The Deputy Town Clerk is the official custodian of all Town records in the Town.

Procedures.

The Town shall accept requests for public records in writing, by email, by telephone, by fax, or in person. The Town may ask for information needed to complete or clarify the request made, but the Town cannot request a customer to use a particular form or medium to request records, and may not require that a customer provide identifying information.

A request for documents or information from a Town Commissioner is assumed to be made in the



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Commissioner's official capacity unless otherwise stated and is thus not considered a public record request.

ALL REQUESTS.

1. Acknowledge the request and forward to the Deputy Town Clerk

The Deputy Town Clerk's office will enter the request and notify the appropriate departments. If clarification is needed, the Clerk's office will contact the customer to request clarification. Requests need to be read carefully to ensure that all potentially responsive departments and individuals are notified of a request.

When an employee receives a records request notification, they should contact the Town Clerk's office with any questions regarding the request.

Any contact with a customer, especially any clarifications or changes to the request, should be forwarded to the appropriate departments so that all departments have access to the updated information.

Departments should do a first round of redaction for information they know to be confidential or exempt. See Appendix A for common exemptions and redactions.

If documents are requested to be produced electronically, and are available electronically, please send them to the Deputy Town Clerk in their original format. Large blueprints, pamphlets etc. may need to be produced in physical copies with an extra associated cost.

All requests are to be addressed in the order received unless the customer is requesting documents in the public interest, in order to appear before a Town Commission or Board meeting set in the near future, or the customer requires the documents for a verified court or official deadline. The Deputy Town Clerk and Town Attorney shall have the authority to expedite requests when necessary.

EXTENSIVE USE REQUEST.

The extensive use policy and procedure follows Florida Statutes Section 119.07(4), for purpose of recovering costs incurred for extensive use of staff labor or information technology resources as allowed by Florida law.

If it appears that a request will be extensive, i.e. require more than 15 minutes of staff time to produce, the Clerk's office will first ask each responsive department to provide a time estimate prior to producing the records. Estimates should be as accurate as possible and transmitted as soon as possible.

Once an estimate is produced, if the customer would like to proceed with the request, the Clerk's office may require a deposit. The Clerk's office shall use their discretion in determining if a deposit is needed, i.e. a \$800 estimate versus an \$8 estimate.

Once an estimate is produced the actual cost may vary, but shall not exceed the original estimate by more than an additional 25%. Staff should ensure accurate estimates in order to comply with this policy.



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Once a customer either pays a deposit or lets the Clerk's Office know they would like to proceed, the Clerk's office will add activities for each responsive department to produce responsive documents. Departmental employees will report the actual time needed to produce those records to the Deputy Town Clerk as to accurately charge the customer.

Once all responsive documents have been reviewed and appropriately redacted by the Clerk's office, the Clerk's office will inform the customer of the final fee amount. No documents shall be released until payment is received.

REQUESTS INVOLVING EMAIL.

In order to provide an accurate estimate of the time needed to provide responsive emails, Information Technology may need to first run a search on requested search terms in order to determine the potential number of emails which will need to be reviewed. There is no charge for putting together an estimate for responsive emails.

If a customer proceeds with a request for emails, Information Technology (IT) will gather all responsive emails in a document review system for review and redaction by the Town Clerk's office. If this requires extensive use of staff time, appropriate fees will be charged.

LEGAL QUESTIONS.

Any legal questions regarding appropriateness of redactions, questions about what documents may be responsive etc. shall be directed to the Town Attorney's office.

SUBPOENAS.

All subpoenas should be delivered to the Town Attorney's office upon receipt.

Record Retention.

If the Town is in possession of a responsive document which has already met retention and has not been destroyed, the Town must provide the document as responsive.

PUBLIC RECORD EXEMPTIONS.

The Town is responsible for protecting confidential information as well as other information prohibited from public inspection or copying under the public records laws. Exemptions can be found in the Florida Statutes.

Departments should become familiar with the applicable Public Records exemptions and which items in their responsive documents may be exempt. See Appendix A for common exemptions and redactions.

When the Town asserts an exemption when providing a redacted document or refuses to provide a document the Town must, upon request, provide a basis for the exemption and its statutory citation.

Fees.

EXTENSIVE USE FEES.



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A public record request, which takes less than 15 minutes to compile and review, has no fee associated with it. After 30 minutes the Town will charge \$5 per 15 minutes. The extensive use charge for requests taking over 15 minutes will be computed to the nearest quarter hour exceeding the first 15 minutes. Extensive use fees shall not be randomly or automatically applied. Rather, each public records request must be evaluated to determine if extensive use charges are warranted.

The Town Clerk and Town Attorney have discretion regarding extensive use fees when providing documents to a customer who intends on appearing before the Town Commission or Town Boards, or regarding a matter of great public interest.

COPYING FEES.

If a customer requests printed copies of documents they will be charged as follows:

- 1) Paper Copies- paper copies up to 8 ½ in x 14 in shall be provided at a cost of not more than 15 cents per one-sided copy and 20 cents for double-sided copies, and for all other copies upon payment of the actual cost of duplication of the record.
- 2) Certified copies shall be no more than one (1) dollar.
- 3) Shipping - U.S. postage, or other costs incurred in the delivery of public records shall be included in the actual costs charged to the customer.
- 4) Email Extraction Fee. \$10.00. Additional charges may be incurred for extensive researches.
- 5) If an estimated fee has been provided and the customer accepts the cost estimate, the Town shall not exceed the original estimate by more than an additional 25%, even if the actual cost associated with the request exceeds 125% of the original estimate given.

Cumulative Requests.

Multiple requests from the same customer in a one-week period, which cumulatively take more than 1 hour to compile and review, shall be considered extensive requests and charged accordingly.

As a matter of comity, the Town will not charge fees to other governmental entities requesting public records when acting for a public purpose.

The fee provisions of this policy are not intended to prevent employees from providing documents to third parties at no fee when no public record requests have been made, but the provision of public records would serve a public purpose.

Information Requests.

The Town strives to be open and transparent. From time to time the Town may receive information requests, often described as public records requests. The Town is not required to answer information requests under Chapter 119. If the Town has responsive documents to the request, the Town should provide the documents. To the extent that there may not be a document exactly responsive to the request, the Town Manager or Designee shall have the discretion to answer the requests even though no responsive documents may exist.



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The Deputy Town Clerk should consider the time needed to respond and the public purpose of the information request in determining when to respond to information requests.

Media Requests. Should any department receive information requests or requests for comment from the media, the requests should be immediately forwarded to the Town Manager.

Safe Harbor Provision. Town employees shall be immune from criminal or civil prosecution for actions taken pursuant to this policy.

DEFINITIONS

Active Record - Documents and materials that are referenced frequently and stored in an easily accessible area.

Administrative Value - The usefulness of records for the conduct of current and/or future administrative business.

Archives - 1) Records that are selected for permanent preservation because of their historical value, but are no longer needed for everyday use; 2) The agency responsible for selecting, preserving, and making available records of permanent value; and 3) The place where archival records are kept.

Confidential Record - Record deemed confidential and not subject to public disclosure and may be released only to persons or entities specifically designated in a particular statute.

Cubic Foot - The volume of records, which will fill a space one foot wide by one foot long. This is the basic measurement used for records and archives.

Electronic Records - Refers to various technologies used for the storage and retrieval of emails, faxes, and/or other multi-media communications, including voice mail.

Exemption - a record or portion thereof, exempt from mandatory disclosure requirements which may or may not be released at a later time.

Extensive use - When the nature of volume of the public records requested to be inspected, examined or copied requires the use of the Town's information technology resources and/or labor time required of clerical or supervisory employees exceeds 15 minutes, the particular use of such resources is considered extensive.

Files - A collective term usually applied to all records of an organization.

Filing System - The overall system whereby records are stored, including procedures, physical arrangement, classification system, and equipment.

General Records Schedule - A record retention schedule covering records common to several or all departments of an organization or units of governmental agency. "Retention requirements issued by the Division of Library and Information Services to establish disposition standards for public records



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common to specific agencies within the State of Florida, which state the minimum time such records are to be kept."

Historical Records - Records that contain significant information about the past or present and are therefore worthy of permanent preservation and systematic management for research.

Historical Value - The usefulness of records for historical research about the agency or organization.

Inactive Records - Records that are used less than once a month, but which have not met their retention requirement. These records are suitable for off-site storage.

Information Requests - Requests for specific information, data or sets of questions that are not necessarily answered with the production of an existing public record.

Obsolete Superseded or Administrative Value Lost (OSA) - Records that are duplicates or transitory and need not be documented for final disposition.

Permanent Records - Records which have a permanent administrative, legal, fiscal, research, or historical value and should be retained and preserved.

Public Records - According to Section 119.011 (1) of the Florida Statutes: "Public Records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency."

Records Center - A facility designed and constructed to provide low-cost, efficient storage and reference service of inactive records pending their final disposition.

Record (Master) Copy - The official copy of a record, usually created and maintained by the office primarily responsible for the information it contains.

Records Disposition - Planning and analysis to determine when a department's records are no longer needed for the day-to-day conduct of business; such determination to include planning for destruction, transfer to records center, scanning before destruction, and/or transfer to an off-site storage facility.

Records Inventory - A detailed listing of the volume, scope, and complexity of an organization's records in order to evaluate, appraise and organize the collection.

Records Management Liaison Officer (RMLO) - The individual assigned the responsibility within an agency for the full coordination of records management. The Records Liaison Representative coordinates these operations by working in close association with the Town's RMLO. This person serves as the contact person for the Division.

RMLO - The individual within an organization who is assigned the responsibility for systematically and scientifically controlling the recorded information generated and received by the organization.



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Records Retention Schedule - Standard guidelines approved by the Division of Library and Information Services that list records series and state what to do with the records, how long to maintain them, any special maintenance instructions, and procedures for disposing of them. The retention schedule informs you of the length of time that records have administrative, legal, fiscal or historical value. The Town of Pembroke Park utilizes the General Records Schedule GS1-SL, which is for State and Local Government Agencies.

Records Series - A group of related public records arranged under a single filing arrangement or kept together as a unit because they consist of the same form, relate to the same subject or function, result from the same activity, document a specific type of transaction, or have some other relationship arising from their creation, receipt, or use.

Redact - To conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information.

Retention Period - The minimum period of time that records must be kept according to legal, fiscal, administrative or historical requirements.

Retrieval - The recalling of records from storage in a records center or archives.

Transfer Box - A standardized container for the transfer from one Department to the Deputy Town Clerk's office for off-site storage and/or destruction .

Vital Records - Records which are essential for the continuation of governmental functions and are needed to return to normal operations in a post-emergency situation.



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EXHIBITS

Exhibit A: Florida's Public Records Law - Frequently Used Exemptions

PERSONNEL RELATED EXEMPTIONS

Social security numbers of all current and former employees (FS § (119.071(4)(a) and FS § 119.071(5)(a)(3)).

Employee payroll deduction records (FS § 1012.31(3)(a)(4).

Direct deposit records made on or after 1, 1986, the names of the authorized financial institutions and the account numbers of the beneficiaries (FS § 17.076(5)).

Records identifying individual participants in any contract or account relating to tax- sheltered annuities or custodial accounts and their personal account activities (FS § 112.21(1)).

Records identifying individual participants in any deferred compensation plan and their personal account activities (FS § 112.215(7)).

Names and addresses of retirees (FS § 121.031(5)).

Employee medical records (FS § 1012.31(3)(a)(5)).

Medical information pertaining to a prospective, current, or former Board or Commission member or employee which, if disclosed, would identify that person (FS § 119.071(4)(b)).

Information relating to the medical condition or status of any person covered by health or life insurance benefits provided or administered by the employer (FS § 760.50(5)).

Documents and inspection results produced pursuant to (FS 440.39(7)) relating to investigation and prosecution of claims against third-party tortfeasors under worker's compensation laws (FS § 440.39(7)).

Except as provided in (FS § 440.102(8)), all information, interviews, reports, statements, memoranda, and drug test results received or produced as a result of a drug-testing program (FS § 440.102(8)).

Documentation of unsatisfactory explanation of positive drug test results of employees or job applicants (FS § 112.0455(8)(1)).

Medical records and reports of an injured employee and any information identifying an injured employee in medical bills which are provided to the Department of Financial Services (FS § 440.125).

- Various specified law enforcement records, including active criminal intelligence information and active criminal investigation information (FS § 119.071(2)(c) - (j)).
- Home addresses, telephone numbers, social security numbers, and photographs of active or former law enforcement personnel. Florida judges and current and former state and assistant state attorneys as well as the home addresses, telephone numbers, social security numbers, photographs and



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places of employment of their spouses and children in addition to the names and locations of schools and day care facilities attended by the children of those personnel (FS § 119.071(4)(d)(I)).

Home addresses, telephone numbers, social security numbers, and photographs of current or former human resource, labor relations, or employee relations directors, assistant directors, managers, or assistant managers whose duties include hiring and firing employees, labor contract negotiations, administration, or other personnel related duties as well as the home addresses, telephone numbers, social security numbers, photographs and places of employment of their spouses and children in addition to the names and locations of schools and day care facilities attended by the children of those personnel (FS § 119.071(4)(d)(5)).

Any complaint and any material relating to the investigation of a complaint against an employee, until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active (FS § 1012.31(3)(a)(I)).

Bank account, debit, charge and credit card account numbers (FS § 119.071(5)(b)).

Claims files maintained by a risk-management program administered by the District, until termination of all litigation and settlement of all claims arising from the same incident, although some portions of the files may remain exempt (FS § 768.28(16)(b)).

Examination questions, and their answers sheets, administered by a governmental agency for the purpose of licensure, certification or employment (although the person taking the exam may review his/her own completed exam (FS § 119.071(1)(a)).

Criminal or juvenile personnel background check information obtained under FS Ch. 435 for employment screening (FS § 435.09).

The identity of a whistle-blower (and, if there is an investigation, other information received during the investigation) (FS § 112.3188).

Information provided to an agency for purpose of forming ridesharing arrangements that reveals the identity of the individual. (FS § 119.071(5)(e)).

The complaint against a teacher or administrator and all information obtained during the preliminary investigation by the Department of Education, until the conclusion of the investigation or when the investigation ceases to be active (FS § 1012.796(4)).

Complaints and other records which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap or marital status until a finding is made of probable cause, the investigation becomes inactive, or the complaint or other record is made part of the official record of any hearing or court proceeding (FS § 119.0713(1)).

Biometric identification information, including fingerprints. (FS § 119.071(5)(g)(I)).

DCP reports of child abandonment, abuse, or neglect, including reports made to the central abuse



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hotline and all records generated as a result of such reports, the name of any person reporting child abuse, abandonment, or neglect. and all records and reports of the child protection team of the Department of Health (FS § 39.202(1), (5), & (6); 39.201(l)(b)).

Information received during the interview or from any other source regarding the alleged abuse or neglect of the child in a child protective investigation or a criminal investigation . (FS § 39.301(18)(b)).

Regarding child abuse, abandonment. or neglect, all information obtained in the discharge of official duty by any judge, employee of the court authorized agent of DCF, correctional probation officer, or law enforcement agent (FS § 39.0132(4)(a)(l)).

PURCHASING RELATED EXEMPTIONS

Sealed bids or proposals received pursuant to invitations to bid or requests for proposals (FS § 19.071(l)(b)).

Any financial statement which an agency requires a prospective bidder to submit in order to pre-qualify for bidding (FS § 19.071(l)(c)).

Appraisals, offers, or counteroffers relating to a county's purchase of real property for educational purposes until executed or 30 days before the Board considers a contract/agreement for approval (FS § 1013.14(1)(a)).

LEGAL AND AUDIT RELATED EXEMPTIONS

Audit workpapers and notes until audit is completed and the audit report becomes final (FS § 119.0713(3)).

A public record which was prepared by an agency attorney or prepared at the attorney's express direction which reflects a mental impression. conclusion, litigation strategy. or legal theory in anticipation of imminent litigation or imminent adversarial administrative proceedings (FS § 119.071(l)(d)(l)).

Identity of donors and all information identifying donors and prospective donors of direct-support organizations (FS § 1001.453(4)).

Work product developed in preparation for collective bargaining (FS § 447.605(3)).

SECURITY RELATED EXEMPTIONS

Information relating to the security systems for any property owned or leased and information relating to the security systems for any privately owned or leased property (FS § 119.071(3)(a) and FS § 281.301).

Building plans, blueprints. schematic drawings. and diagrams, including draft, preliminary. and final formats which depict the internal layout and structural elements of buildings or other structures owned or operated (FS § 19.071(3)(b)).

Data processing software obtained by the City or its agencies or boards under a licensing agreement



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prohibiting its disclosure and which software is a trade secret and City produced data processing software that is sensitive (FS § 19.071(1)(f)).

Personal records such as personal email is unrelated to official government business do not become public records just because they exist on a government computer or are kept in a government office.



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Exhibit B. Public Records Request Form Response (15 Minutes or Less)

[Department Letterhead]

[Month XX, 201X]

[Name of Requestor]

[Requestor Address]

[Requestor Email Address]

RE: Public Records Request Received on [Month XX, 201X]

Dear [Requestor Name]:

The [Department Name] received your public records request on [Month XX, 201X] (*Enclosure 1*). In response to your request, the [Department Name] has located and prepared public records for your inspection. Please note that you may inspect the public records at no charge. However, if you would like any standard paper copies you will be charged statutorily-prescribed fees (e.g., first 10 copies are free; 15 cents per additional one-sided copy; \$1 per certified copy) and/or if you would like any other types of copies (e.g., electronic copies) you will be charged any applicable actual duplication costs. You may contact [Department Designee Name, Designee Title]. at 352-393-fXXX] to schedule a mutually convenient time to inspect the public records.

Please feel free to contact me with any questions or concerns. Sincerely,

[Department Representative Name]

[Department Rep Title]

cc: [Name, Title] [Name,

Title]



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Exhibit C. Public Records Request Form Response (Greater than 15 Minutes)

[Department Letterhead]

[Month XX, 201X]

[Name of Requester]

[Requestor Address]

[Requestor Email Address]

RE: Public Records Request Received on [Month XX, 201X]

Dear [Requester Name]:

The [Department Name] received your public records request on [Month XX, 201X] (*Enclosure I*). In response to your request, the public records that Town personnel were able to locate and prepare in no more than **15 minutes** are available for your immediate inspection at no charge. You may contact [Department Designee Name, Designee Title], at 352-393-[XXX] to schedule a mutually convenient time to inspect the public records. Please note that although inspection of these public records is free, if you would like any standard paper copies you will be charged statutorily-prescribed fees (e.g., first 10 copies are free; 15 cents per additional one-sided copy; \$ 1 per certified copy) and/or if you would like any other types of copies (e.g., electronic copies) you will be charged any applicable actual duplication costs.

The public records noted above are those that Town personnel were able to locate and prepare in no more than 15 minutes. Responding to the full scope of your request will require the extensive use of information technology resources and/or extensive clerical and supervisory assistance. Therefore, pursuant to Florida Statutes Section 119.07(4)(d), you will incur a special service charge for the production of the full scope of your public records request, which is calculated based on the amount of time it takes to produce the requested records multiplied by the hourly rate of the appropriate employee(s) with the ability and authority to produce such records. Town personnel estimate your special service charge to be \$ _____. The Town's Public Records Policy requires an advanced deposit of your special service charge prior to proceeding with your request. If you choose to submit this amount as an advanced deposit, the difference between the advanced deposit and the actual costs incurred will be collected or refunded, as appropriate, prior to inspection.

In the alternative, you may submit a limited advanced deposit that will authorize Town personnel to proceed in hourly increments in the production of your requested public records. The hourly rate of the appropriate employee that will respond to your request is \$ _____. Therefore, you may submit this amount or a multiple of this amount to authorize Town personnel to spend a certain number of hours in the production of your requested public records.

Please provide guidance on how you would like to proceed at this time.

Sincerely,

[Department Representative Name]

[Department Rep Title]

cc: [Name, Title]

November 27, 2018
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Exhibit D: Sample Social Security Policy

Sample Policy which should be adopted attesting to how the Town uses Social Security numbers.

Town of Pembroke Park Social Security Collection Policy:

THE TOWN OF PEMBROKE PARK COLLECTS YOUR SOCIAL SECURITY NUMBER ONLY FOR THE FOLLOWING PURPOSES:

1. PERSONNEL MATTERS:
 - New Hire Processing for Identification and Tax Purposes
 - Volunteer Processing
 - Benefits Processing
2. BUSINESS TRANSACTIONS:
 - Vendor Credit and Qualification
 - Tax Reporting
3. REGULATORY MATTERS
 - Contractor Licensing
 - Business Tax Receipts
4. PUBLIC SAFETY

Each individual who provides a social security number to the Town of Pembroke Park shall be provided with a copy of this statement in compliance with 119.071(5) FS (2013).

Additional copies of this social security policy statement may be obtained by contacting _____



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Exhibit E: Suggested Records Management Forms

Once the Manual has been reviewed and any additions or modifications made. OWMCS can provide the following forms(guide) if needed. This may be determined by software utilizing.

Non-SCR Destruction Label

Non-SCR Destruction Request

Records Disposition Document

Records Inventory Worksheet

Records Retention Schedule Request

Record Storage Box Labels

Records Storage Transmittal and Receiving

Reference Service Request

Return of Reference Service Request

Self Evaluation Guide

ORDINANCE NO. 2020-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION; AMENDING SECTION 10-42, ADDITIONAL ANALYSES AND CERTIFICATIONS; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-80, DESIGN AND CONSTRUCTION OF BUILDINGS, STRUCTURES, AND FACILITIES EXEMPT FROM FLORIDA BUILDING CODE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-98, ELEVATION; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Pembroke Park was accepted for participation in the National Flood Insurance Program on May 1, 1979 and the Town Commission desires to continue to meet the requirements of Title 44, Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, the Town Commission adopted Ordinance No. 19-12-02 on December 11, 2019, which ordinance was reviewed by the Florida Division of Emergency Management acting as the State Coordinating Agency for the National Flood Insurance Program, resulting in recommendations to adopt further modifications to maintain consistency with the program and to relocate previously adopted amendments to the correct section in accordance with the Broward County Administrative Provisions for the Florida Building Code; and

WHEREAS, the Town Commission has conducted the public hearing required by Section 166.041, Florida Statutes, to allow interested person an opportunity to comment on the proposed ordinance; and

WHEREAS, the Town Commission has determined that it is in the public interest to amend the Flood Prevention and Protection Ordinance as set forth herein.

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

Section 1: That the foregoing whereas clauses are incorporated herein by reference and made a part hereof.

Section 2: That Section 10-42, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-42. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (a) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities ~~eat~~ that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 10-43 of this

ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA with the site plan and construction documents.

- (b) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the Town. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (c) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 10-43 of this ordinance.”

Section 3: That Section 10-75, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-75. - Definitions and scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section:

- A. Alteration of a watercourse - A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel

capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

- B. Appeal- A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.
- C. ASCE 24 - A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
- D. Base flood - A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood " or the "1-percent-annual chance flood."
- E. Base flood elevation - The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]
- F. Basement - The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]
- G. Critical facility - A facility for which even a slight chance of flooding, inundation, or impact from a hazard event might be too great. Critical facilities include, but are not limited to, schools, nursing homes, hospitals, police, fire, city halls and emergency response installations, and installations that produce, use, or store hazardous materials or hazardous waste.
- H. Crown of Road - The elevation of the highest surface of existing street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD)

or North America Vertical Datum (NAVD) or otherwise approved by the Town Public Works Director.

- I. Design flood - The flood associated with the greater of the following two area's: [Also defined in FBC, B, Section 1612.2.]
- (a) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year;
 - or
 - (b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
- J. Design flood elevation - The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 1612.2.]
- K. Development - Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.
- L. Encroachment - The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

- M. Existing building and existing structure - Any buildings and structures for which the "start of construction" commenced before May 1, 1979. [Also defined in FBC, B, Section 1612.2.]
- N. Existing manufactured home park or subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 1, 1979.
- O. Expansion to an existing manufactured home park or subdivision - The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- P. Federal Emergency Management Agency (FEMA) - The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.
- Q. Flood or flooding - A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]
- (a) The overflow of inland or tidal waters.
 - (b) The unusual and rapid accumulation or runoff of surface waters from any source.
- R. Flood damage-resistant materialism - Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]
- Flood hazard area - The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

- (a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (b) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

S. Flood Insurance Rate Map (FIRM) - The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

T. Flood Insurance Study (FIS) - The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 1612.2.)

U. Floodplain Administrator - The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

V. Floodplain development permit or approval - An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

W. Floodway - The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 1612.2.]

- X. Floodway encroachment analysis - An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.
- Y. Florida Building Code - The family of codes adopted by the Florida Building commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.
- Z. Functionally dependent use - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
- AA. Highest adjacent grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
- BB. Historic structure - Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 11 Historic Buildings.
- CC. Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- a. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A

LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

- b. Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- c. Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- d. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

DD. Light-duty truck - As defined in 40 C.P.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

EE. Lowest floor - The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

FF. Manufactured home - A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (1100) square feet, and which is built on a permanent, integral chassis and is designed for use without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.OJ01, F.A.C.]

GG. Manufactured home park or subdivision - A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

HH. Market value - The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

- II. New construction - For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after May 1, 1979 and includes any subsequent improvements to such structures.
- JJ. New manufactured home park or subdivision - A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 1, 1979.
- KK. Park trailer - A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in Section 320.01, Florida Statutes]
- LL. Recreational vehicle - A vehicle, including a park trailer, which is: (see Section 320.01, Florida Statutes)
- (a) Built on a single chassis;
 - (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
 - (c) Designed to be self-propelled or permanently towable by a light-duty truck; and
 - (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- MM. Special flood hazard area - An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as

Zone A, AO, AI-A30, AE, A99, AH, V I-V30, VE or V. [Also defined in 1.13C, B Section 1612.2.]

NN. Start of construction - The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

OO. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.1]

PP. Substantial damage - Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

QQ. Substantial improvement - Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial

improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section 1612.2.]

- (a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

RR. Variance - A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

SS. Watercourse - A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.”

Section 4: That Section 10-80, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Section 10-80. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

(a)- Pursuant to Section 10-31 of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Article III, Division 7 of this ordinance.

~~(b) Buildings and structures located, in whole or in part, in a flood hazard area:~~

~~(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building* Section 3109 and Section 1612 or *Florida Building Code, Residential* Section R322.~~

~~(2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of the Floodplain Regulations and ASCE 24.~~

~~(3) Specific methods of construction and requirements. Pursuant to Broward County Administrative Provisions for the *Florida Building Code*, the following specific methods of construction and requirements apply in all areas of the city:~~

~~(A) Minimum elevation (regardless of the area):~~

~~(i) Residential buildings. New construction and substantial improvement of residential buildings shall have the lowest floor, including basement, elevated to or above the base flood elevation, plus one foot or at least 18 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.~~

~~(ii) Nonresidential buildings. New construction and substantial improvement of nonresidential buildings shall have the lowest floor, including basement, elevated or dry flood proofed to or above the elevation required in the *Florida Building Code, Building* or at least six inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.~~

~~(iii) Critical facilities buildings. New construction and substantial improvement of critical facilities buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the base flood elevation plus two feet, or the 500-year flood elevation, or at least 24 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.~~

Section 5: That Section 10-81, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-81. - Specific methods of construction and requirements.

Pursuant to Broward County Administrative Provisions for the Florida Building Code, the following specific methods of construction, requirements, and limitations apply to enclosed areas below elevated buildings in special flood hazard areas:

- (a) Access shall be the minimum necessary to allow for only parking of vehicles (garage door), limited storage of maintenance equipment in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
- (b) The interior portion shall not be temperature controlled, partitioned, or finished into separate rooms.

(c) Minimum elevation (regardless of the area).

(1) Residential buildings. New construction and substantial improvement of residential buildings shall have the lowest floor, including basement, elevated to or above the base flood elevation, plus one foot or at least 18 inches above the highest

point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

(2) Nonresidential buildings. New construction and substantial improvement of nonresidential buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the elevation required in the *Florida Building Code, Building* or at least six inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.

(3) Critical facilities buildings. New construction and substantial improvement of critical facilities buildings shall have the lowest floor, including basement, elevated or dry flood-proofed to or above the base flood elevation plus two feet, or the 500-year flood elevation, or at least 24 inches above the highest point of the crown of all existing streets adjacent to the plot upon which all other buildings are located, whichever results in the highest elevation.”

Section 6: That Section 10-98, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-98. - Elevation.

Manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall comply with Section 10-99 or 10-100 of this ordinance, as applicable. In areas of the Town not mapped special flood hazard areas, the bottom of the frame shall be supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than
20 inches in height above grade.”

Section 7: That Section 10-99, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-Sec. 10-99. - General elevation requirement.

Unless subject to the requirements of Section 10-100 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322, ~~or the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade, whichever is greater.~~”

Section 8: That Section 10-100, of the Code of Ordinances, Town of Pembroke Park, Florida, is hereby amended to read as follows:

“Sec. 10-Sec. 10-100. - Elevation requirement for certain existing manufactured home parks and subdivisions.

Manufactured homes that are not subject to Section 10-99 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (a) Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322 ~~(all SFHA); ASCE 24;~~ or

(b) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than ~~36~~ 20 inches in height above grade.

~~(c) In flood hazard areas (B, C and X), the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 20 inches in height above grade, whichever is greater."~~

Section 9: That the provisions of this Ordinance are to be severable and if any section,

sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

Section 11: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions, in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 12: That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading the 4th day of May, 2020.

PASSED AND ADOPTED on Second Reading the __ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____



Printed: 8/27/2020 12:30:33 PM

Page 1 of 3

Order ID: 6753829

* Agency Commission not included

GROSS PRICE * : \$232.30

PACKAGE NAME: SSC Notice of Public Meeting



Printed: 8/27/2020 12:30:33 PM

Page 2 of 3

Order ID: 6753829

* Agency Commission not included

GROSS PRICE * : \$232.30

PACKAGE NAME: SSC Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com

AdSize(s): 1 Column

Run Date(s): Saturday, August 29, 2020

Color Spec. B/W

Preview

TOWN OF PEMBROKE PARK NOTICE OF VIRTUAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all parties that the Town Commission of the Town of Pembroke Park, Florida, proposes to adopt the following ordinance:
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 10, FLOOD PREVENTION AND PROTECTION; AMENDING SECTION 10-42, ADDITIONAL ANALYSES AND CERTIFICATIONS; AMENDING SECTION 10-75, DEFINITIONS AND SCOPE; AMENDING SECTION 10-80, DESIGN AND CONSTRUCTION OF BUILDINGS, STRUCTURES, AND FACILITIES EXEMPT FROM FLORIDA BUILDING CODE; AMENDING SECTION 10-81, SPECIFIC METHODS OF CONSTRUCTION AND REQUIREMENTS; AMENDING SECTION 10-98, ELEVATION; AMENDING SECTION 10-99, GENERAL ELEVATION REQUIREMENT; AMENDING SECTION 10-100, ELEVATION REQUIREMENT FOR EXISTING MANUFACTURED HOME PARKS AND SUBDIVISIONS; PROVIDING FOR SEVERABILITY; SUPERCEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Please be advised that a virtual public hearing on the ordinance will be held by the Town Commission on Wednesday, September 9, 2020, at 7:00 p.m. Members of the public and any interested parties wishing to join and/or participate in this scheduled virtual public hearing can dial in using their phone. United States (Toll Free): 1 877 309 2073, United States: +1 (571) 317-3129, Access Code: 493-566-101. The virtual public hearing may be continued from time to time by the Town Commission.

The proposed ordinance is available for review prior to the hearing at <https://townofpembrokepark.civicweb.net>.

Members of the public and any interest parties wishing to join and/or participate in this scheduled virtual public hearing with only phone access are required to



Printed: 8/27/2020 12:30:33 PM

Page 3 of 3

Order ID: 6753829

* Agency Commission not included

GROSS PRICE * : \$232.30

PACKAGE NAME: SSC Notice of Public Meeting

When only phone access are required to email their full name, email address and phone number at least 24 hours before the scheduled meeting date and time to townclerk@townofpembrokepark.com. When joining the meeting, participants will be automatically added on listen-only mode and will be granted access to speak when recognized. Written comments may also be submitted by U.S. Mail to Town Clerk, Town of Pembroke Park, 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023 or by electronic mail to townclerk@townofpembrokepark.com. All written comments must be received by Tuesday, September 8, 2020 at 12:00 noon for consideration by the Town Commission in making a decision on this ordinance.

Any person who decides to appeal any decision of the Town Commission with respect to any matter considered at this meeting will need a record of the proceedings, and that, 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.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERK'S OFFICE AT (954) 966-4600 AT LEAST TWO (2) CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD).

TOWN OF PEMBROKE PARK

By: /s/ Marlen D. Martell
MARLEN D. MARTELL, MPA, CFM
Deputy Town Clerk

8/29/2020 6753829

TOWN OF PEMBROKE PARK
NOTICE OF VIRTUAL PUBLIC HEARING

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TOWN OF PEMBROKE PARK

By: /s/ Marlen D. Martell
MARLEN D. MARTELL, MPA, CFM
Deputy Town Clerk

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR ESTABLISHMENT OF POLICE DEPARTMENT, POLICE CHIEF, POWERS AND DUTIES OF POLICE OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has directed that the Town establish an independent police department; and

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, Section 8, Pembroke Park Charter, grants the Town the authority to furnish police protection; and

WHEREAS, the Town Commission desires to have the Town police department and matters related thereto be incorporated in the Pembroke Park Code of Ordinances.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-300, which section reads as follows:

“Sec. 2-300 – Creation of Police Department.

There is hereby established a “police department” of the Town of Pembroke Park.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-301, which section reads as follows:

“Sec. 2-301 – Police Department.

The Police Department shall be responsible for promoting the public safety of all residents of the Town through police protection. The department shall:

- (a) Comply with applicable national, state and local police safety standards and procedures.
- (b) Maintain all required licenses and certifications.
- (c) Enforce all applicable federal, state and local laws in providing for the protection of all residents.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 2-302, which section reads as follows:

“Sec. 2-302 – Chief of Police.

The Chief of Police shall be the principal law enforcement officer of the Town and administrative head of the Police Department. The Chief of Police shall be appointment by the Town Commission and the salary of the Chief of Police shall be fixed by resolution of the Town Commission. Subject to the supervision of the Town Manager, the Chief of Police shall administer the affairs of the Police Department that shall include the immediate direction and control of the police force and shall be responsible for the good order of the same.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida, is

hereby amended by adding a section to be numbered Section 2-303, which section reads as follows:

“Sec. 2-303 – Powers and Duties of Police Officers.

Members of the Police Department shall have such duties and privileges properly belonging to such department. Police officers shall enforce the penal ordinances of the Town and Broward County and the state statutes, exercise arrest powers as authorized by state statutes, and exercise such other powers as provided by law. They shall be governed by applicable statutes, ordinances and departmental and civil services rules and regulations.”

Section 5: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

Section 8: That this Ordinance shall be in force and take effect immediately upon its

passage and adoption.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

CHRISTOPHER J. RYAN
Town Attorney

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEOFFREY JACOBS	_____
GEORGINA COHEN	_____
REYNOLD DIEUVEILLE	_____

RESOLUTION NO. 2020-095

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE AUTOMATED TRAINING MANAGEMENT SYSTEM USER AGREEMENT WITH FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Law Enforcement (FDLE) is authorized by Chapter 943.09, Florida Statutes, to act as the staff of the Criminal Justice Standards and Training Commission and in such capacity maintains the Automated Training Management System (ATMS) as the central repository of training, employment, exam and certification records for law enforcement officers and instructors in the State of Florida; and

WHEREAS, Town has requested that FDLE allow Town to use the ATMS in order to inquire about employment, certification status, State Officer Certification Exam status or training records of law enforcement officers for potential candidates for the police department; and

WHEREAS, FDLE will allow Town to access ATMS provided Town enters into the ATMS User Agreement setting forth the terms and conditions for use of the ATMS system.

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

Section 1: That the Town is authorized to make and enter into the Automated Training Management System User Agreement with Florida Department of Law Enforcement, said Agreement being on file with the Town Clerk, and by reference made a part hereof.

Section 2: That the Town Manager is authorized and directed to execute and deliver said Agreement for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 9th day of September, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020 - ATMS User Agreement. FN24764E.docx



NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Marketing and Development
Bureau of State Farmers Markets

**AGRICULTURE EDUCATION AND
PROMOTION FACILITY REQUEST FOR FUNDING**

Section 288.1175, Florida Statutes; 5H-25.001 F.A.C.
Phone (850) 617-7070; Fax (850) 617-7075
AgEducationFacility@FreshFromFlorida.com

Please return to:
Florida Department of Agriculture
and Consumer Services
Bureau of General Services
407 S. Calhoun Street, M4
Tallahassee, FL 32399

COUNTY: _____

Project Name (Include project County location if not part of project name): 	Name of Applicant Organization (Municipality, County, Fair Association, Local Agency, Authority, Local Government or Public Body):
Project Physical Address: 	Organization Mailing Address:

Business Phone Number: _____ **Business FAX Number:** _____

FEID Number: _____

Agent Name and Address: 	Agent Telephone Numbers: _____ _____ _____
--	--

Answers entered will be weighted in compliance with F.S. 288.1175.

1. Amount Requested: \$ 0.00
2. Will the requested funds be used to
A. Construct a new building/s? YES ☐
B. Renovate an existing Building/s? YES ☐
C. Construct or renovate facilities other than buildings? YES ☐
3. Is the municipality in which the facility is located, or the county if the facility is located in an unincorporated area, certified by resolution after a public hearing that the proposed agriculture education and promotion facility serves a public purpose?
YES ☐ NO ☐ If yes, attach copy of formal resolution.
4. Is the applicant providing, or is the applicant capable of providing, or does the applicant have financial or other commitments to provide more than 40 percent of costs incurred or related to the planning, design, permitting, construction, or renovation of the facility? (The applicant may include the value of the land and any improvements thereon in determining its contribution to the development of the facility. Matching percentage to be calculated by dividing the local contribution by the requested amount, times 100.)
YES ☐ NO ☐ If more than 40%, what is the actual value? _____%
5. Does financial or other commitment in (question #4) include any State funding of any kind? If yes, what is the source and amount:
YES ☐ NO ☐
Source: _____ Amount: \$ 0.00
6. Does the applicant have a local match for the project funding? YES ☐ NO ☐
If yes, show amount of the local match \$ 0.00 (Attach additional pages)
7. Is the location of the facility in a Brownfield site as defined in section 376.79 (4), F.S., a rural enterprise zone as defined in section 290.004 (5), F.S., an agriculturally depressed area as defined in section 570.74 (1), F.S., a redevelopment area established pursuant to section 373.461(5)(g), F.S., or a county that has lost agricultural land to environmental restoration projects?
YES ☐ NO ☐
If yes, please attach a copy of the applicable documentation.
8. Will there be a net increase as a result of this request, of total available exhibition, arena, or civic center space within the jurisdictional limits of the local government in which the facility is to be located?
YES ☐ NO ☐
If yes, how much is the increase? _____ (Attach additional pages)
9. Will your facility serve more than 25,000 visitors annually?
YES ☐ NO ☐
If yes, summarize visitor totals by event. (Attach additional pages)

10. Does the applicant historically promote agriculture and educate the public about agriculture, including, without limitation, awards, premium, scholarships, auctions, and other such activities?

YES ☐ NO ☐

If yes, provide historical information. (Attach additional pages)

11. Identify the nearest Institute of Food and Agricultural Sciences (IFAS) facility to the project facility and the distance between the facilities.

12. Indicate the highest projection on paid attendance that will be attracted by the agriculture education and promotion facility to be funded and identify the projected economic impact on the local community.
(Attach additional pages)

13. Does the applicant have a project business plan? YES ☐ NO ☐

If yes, attach plan.

14. Provide project schedule:

(Attach additional pages)

15. Are photographs of existing facilities attached? YES ☐ NO ☐

I hereby certify that the information provided herein is accurate within my knowledge and is in keeping with the requirements for the evaluation and prioritization of budget requests for Agriculture Education and Promotion facility as defined in section 288.1175, Florida Statutes.

Information Submitted By:

Signature

Print Name

Title

Applications for funding must be submitted to and date stamped by the Department of Agriculture and Consumer Services by the close of business on October 1 of each year in order to be evaluated for inclusion in the department's budget request. The applicant must be a unit of local government (as defined in s. 218.369), or a fair association (as defined in 616.001(11)), which is responsible for the planning, designing, permitting, constructing, renovating, managing, and operating of the Agriculture Education and Promotion facility or holds title to the property on which such facility is to be developed and located.

The information to be supplied herein is required for use by the Florida Department of Agriculture and Consumer Services to evaluate and prioritize budget requests. Funding requested herein is to be used for an Agriculture Education and Promotion facility including exhibition halls, arenas, civic centers, exposition centers, or other capital projects or facilities which can be used for exhibitions, demonstrations, trade shows, classrooms, civic events, and other purposes that promote agriculture, horticulture, livestock, equestrian, and other resources of the state and educate the residents as to these resources. Funding provided pursuant to this application may be used for the purpose of paying for the planning, designing, permitting, constructing, or renovating of an Agriculture Education and Promotion facility or to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect to, bonds issued for the planning, designing, permitting, constructing, or renovating of such facility or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.

CHAPTER 5H-25
CERTIFICATION OF AGRICULTURE EDUCATION AND PROMOTION
FACILITY

- 5H-25.001 Application
- 5H-25.002 Certification of an Agriculture Education and Promotion Facility Sections 120.536(1) and 120.54, F.S.
- 5H-25.003 Evaluation and Ranking
- 5H-25.004 Submission of Proposals

5H-25.001 Application.

Upon the adoption of the proposed rule, Form DACS-06114. (form effective date: January 3, 2006) entitled, Agriculture Education and Promotion Facility Request for Funding, shall be required by the Department of Agriculture and Consumer Services as procedure according to Section 120.55(1)(a)4., F.S. The application is incorporated by reference and may be obtained by contacting the Construction Project Consultant II, Division of Administration, Bureau of General Services, 407 S. Calhoun Street, Tallahassee, Florida 32399-0800, Phone: (850)617-7089, or Email: Ageducationfacility@freshfromflorida.com.

Rulemaking Authority 288.1175(2) FS. Law Implemented 288.1175 FS. History—New 2-2-06.

5H-25.002 Certification of an Agriculture Education and Promotion Facility Sections 120.536(1) and 120.54, F.S.

The Department will apply the following criteria:

(1) Applications for funding must be received by the Department of Agriculture and Consumer Services by close of business on October 1 of each year in order to be eligible to be certified, evaluated and ranked for submission to the Legislature. All required information must be sent by certified or registered mail, or any other delivery service which will require a signature, and received by the deadline.

(2) An eligible unit of local government must have the authority to issue General Obligation or Revenue Bonds, which includes power to levy special assessments bonds (as defined in Section 218.369, F.S.). A fair association must meet the definition as in Section 616.001(9), F.S.

(3) Applicants must demonstrate that the agriculture education and promotion facility shall serve more than 25,000 visitors annually.

(4) Applicant shall submit a certified copy of the resolution of support and evidence of a public hearing that the proposed facility serves a public purpose.

(5) Documentation must be provided to verify the required 40% matching amount by copy of a resolution, budget item, permit waiver(s), in-kind services or cash donation(s). If the applicant is using the value of the land, or any improvements to the land as part or all of the matching requirement, this must be documented by providing a copy of a certified appraisal,

tax assessors report or copies of paid invoices for land improvements.

(6) In order to be evaluated and ranked, an application must be certified as an Agriculture Education and Promotion Facility.

Rulemaking Authority 288.1175(4) FS. Law Implemented 288.1175 FS. History—New 2-2-06.

5H-25.003 Evaluation and Ranking.

The following criteria shall be used to competitively rank the certified project applications with priority given in descending order using only as many of the criteria as necessary to produce the ranked list:

(1) Construction of a new facility will be ranked higher than renovations to an existing facility.

(2) Matching percentage shall be calculated by dividing the local contribution by the requested amount, times 100.

(3) Applicants must submit documentation that certifies that the project facility is located in a brownfield site as defined in Section 376.79(3), F.S., a rural enterprise zone as defined in Section 290.004(6), F.S., an agriculturally depressed area as defined in Section 570.242(1), F.S., a redevelopment area established pursuant to Section 373.461(5)(g), F.S., or a county that has lost its agricultural land to environmental restoration projects.

(4) Total available exhibition or civic center space means only that space which is available for public rental.

(5) The longest history of promoting agriculture will be based on archival documentation. Archival documentation includes, but is not limited to: Advertisements, Brochures, Awards, etc. For fair associations, the longest history of promoting agriculture will be based upon the date of initial fair charter issuance.

(6) Paid attendance is the projected number of event tickets sold.

(7) In evaluating the distance from the nearest Institute of Food and Agricultural Sciences facility, applicant must submit distance in feet if less than one mile, and in tenths of a mile increments if more than one mile.

(8) In case of ties from applying all above criteria, the tied project proposals shall be listed in alphabetical order.

Rulemaking Authority 288.1175(5) FS. Law Implemented 288.1175 FS. History—New 2-2-06.

5H-25.004 Submission of Proposals.

Upon the completion of the certification, evaluation and ranking, the project proposals shall be submitted to the Executive Office of the Governor, the President of the Senate and the Speaker of the House for consideration of funding.

Rulemaking Authority 288.1175(2) FS. Law Implemented 288.1175 FS. History—New 2-2-06.

Select Year: 2018

The 2018 Florida Statutes

[Title XIX](#)
[PUBLIC](#)
[BUSINESS](#)

[Chapter 288](#)
COMMERCIAL DEVELOPMENT AND CAPITAL
IMPROVEMENTS

[View Entire](#)
[Chapter](#)

288.1175 Agriculture education and promotion facility. —

(1) The Department of Agriculture and Consumer Services shall serve as the state agency for screening applicants for state funding pursuant to this section and for certifying an applicant as a qualified agriculture education and promotion facility as defined in subsection (3).

(2) The Department of Agriculture and Consumer Services shall adopt rules pursuant to ss. [120.536](#) (1) and [120.54](#) for the receipt and processing of applications for funding of projects pursuant to this section.

(3) As used in this section, the term “agriculture education and promotion facility” means an exhibition hall, arena, civic center, exposition center, or other capital project or facility which can be used for exhibitions, demonstrations, trade shows, classrooms, civic events, and other purposes that promote agriculture, horticulture, livestock, equestrian, and other resources of the state and educate the residents as to these resources.

(4) The Department of Agriculture and Consumer Services shall certify a facility as an agriculture education and promotion facility if the Department of Agriculture and Consumer Services determines that:

(a) The applicant is a unit of local government as defined in s. [218.369](#), or a fair association as defined in s. [616.001](#)(11), which is responsible for the planning, design, permitting, construction, renovation, management, and operation of the agriculture education and promotion facility or holds title to the property on which such facility is to be developed and located.

(b) The applicant has projections, verified by the Department of Agriculture and Consumer Services, which demonstrate that the agriculture education and promotion facility will serve more than 25,000 visitors annually.

(c) The municipality in which the facility is located, or the county if the facility is located in an unincorporated area, has certified by resolution after a public hearing that the proposed agriculture education and promotion facility serves a public purpose.

(d) The applicant has demonstrated that it has provided, is capable of providing, or has financial or other commitments to provide more than 40 percent of the costs incurred or related to the planning, design, permitting, construction, or renovation of the facility. The applicant may include the value of the land and any improvements thereon in determining its contribution to the development of the facility.

(5) The Department of Agriculture and Consumer Services shall competitively evaluate applications for funding of an agriculture education and promotion facility. If the number of applicants exceeds three, the Department of Agriculture and Consumer Services shall rank the applications based upon

criteria developed by the Department of Agriculture and Consumer Services, with priority given in descending order to the following items:

- (a) The intended use of the funds by the applicant, with priority given to the construction of a new facility.
- (b) The amount of local match, with priority given to the largest percentage of local match proposed.
- (c) The location of the facility in a brownfield site as defined in s. [376.79\(4\)](#), a rural enterprise zone as defined in s. [290.004](#), an agriculturally depressed area as defined in s. [570.74](#), or a county that has lost its agricultural land to environmental restoration projects.
- (d) The net increase, as a result of the facility, of total available exhibition, arena, or civic center space within the jurisdictional limits of the local government in which the facility is to be located, with priority given to the largest percentage increase of total exhibition, arena, or civic center space.
- (e) The historic record of the applicant in promoting agriculture and educating the public about agriculture, including, without limitation, awards, premiums, scholarships, auctions, and other such activities.
- (f) The highest projection on paid attendance attracted by the agriculture education and promotion facility and the proposed economic impact on the local community.
- (g) The location of the facility with respect to an Institute of Food and Agricultural Sciences (IFAS) facility, with priority given to facilities closer in proximity to an IFAS facility.
- (6) Funds may not be expended to develop or subsidize privately owned facilities, except for facilities owned by fair associations as defined in s. [616.001\(11\)](#).
- (7) An applicant may use funds provided pursuant to this section only for the public purpose of paying for the planning, design, permitting, construction, or renovation of an agriculture education and promotion facility or to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect to, bonds issued for the planning, design, permitting, construction, or renovation of such facility or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.
- (8) Applications must be postmarked or electronically submitted by October 1 of each year. The Department of Agriculture and Consumer Services may not recommend funding for less than the requested amount to any applicant certified as an agriculture education and promotion facility; however, funding of certified applicants shall be subject to the amount provided by the Legislature in the General Appropriations Act for this program.

History.—s. 1, ch. 2002-301; s. 27, ch. 2005-287; s. 163, ch. 2011-142; s. 21, ch. 2012-204; s. 5, ch. 2014-150; s. 7, ch. 2016-184; s. 1, ch. 2017-85.

Select Year: 2019 ▼ Go

The 2019 Florida Statutes

[Title XXXVI](#)[Chapter 616](#)[View Entire Chapter](#)[BUSINESS ORGANIZATIONS](#) [PUBLIC FAIRS AND EXPOSITIONS](#)**616.001 Definitions.**—As used in this chapter, the term:

(1) “Annual public fair” means a community, county, district, regional, or state fair that is held and conducted by a fair association and permitted by the department pursuant to s. [616.15](#).

(2) “Authority” means the Florida State Fair Authority.

(3) “Community fair” means an annual public fair that serves an area of less than an entire county, has exhibits that are in accordance with s. [616.17](#), and gives premiums or awards to exhibitors. Agricultural products shall be produced in the community the exhibit represents. The majority of the board of directors of the fair shall reside, be employed, or operate a business in the community the fair represents.

(4) “Concession” means use by a fair association, or a grant, lease, or license to a third party, of a portion of the land under the ownership, custody, or control of a fair association for specific uses, or the right to enter upon the land for specific purposes, such as providing rides, games, food, beverage, merchandise for sale, exhibits, projects, activities, events, programs, or other uses authorized in this chapter.

(5) “County fair” means an annual public fair that serves an entire county and provides exhibitors with premiums or awards for exhibits that are in accordance with s. [616.17](#). Agricultural products must be typical of those produced in the county the exhibit represents. The majority of the board of directors of the fair shall reside, be employed, or operate a business in the county that the fair association represents.

(6) “Department” means the Department of Agriculture and Consumer Services.

(7) “District fair” means an annual public fair that serves at least five counties and has exhibits that meet the requirements of s. [616.17](#). A district fair shall pay at least \$25,000 in cash premiums or awards to exhibitors. Agricultural products must be typical of those produced in the counties the exhibit represents. Livestock may originate from outside the district, but must be registered in the exhibitor’s name at least 30 days before the opening day of the fair. Each county is encouraged to have proportionate exhibits, typical of its respective natural resources. Each county shall have exhibits representing basic resources in agriculture and industry.

(8) “Entry” means one item entered for competition or show. An entry may constitute an exhibit, depending upon the regulations stated in the premium book.

(9) “Exhibit” means one or more entries entered for exhibition and constituting a unit. An exhibit may consist of one or more entries, depending upon the regulations stated in the premium book. The term includes parades and displays of articles or a collection of articles, whether static, interactive, or dynamic, by a fair association or a third party contracting with a fair association, such as exhibits of animals, art, housewares, or motor vehicles.

(10) “Exhibitor” means an individual, group of individuals, or business, including a fair association or third party contracting with a fair association, which has an exhibit.

(11) “Fair association” or “association” means an association not for profit incorporated under this chapter for the purpose of conducting and operating public fairs or expositions.

(12) “Public fair or exposition” means a project, activity, event, or program, and use by a fair association, including, but not limited to, the annual public fair, which serves the purposes specified in s. [616.08](#) and benefits and develops the educational, agricultural, horticultural, livestock, charitable, historical, civic, cultural, scientific, and other resources of this state, or any county, municipality, or other community in this state.

(13) “Regional fair” or “interstate fair” means an annual public fair of this state and other states in which fair exhibits meet the requirements of s. [616.17](#). Agricultural products must be typical of those produced in the area the exhibit represents.

(14) “Specialized show” means a show or exhibition exhibiting and emphasizing livestock or poultry, or a fruit or vegetable festival, and must meet the minimum exhibit requirements specified in s. [616.17](#). A specialized show may qualify under one of the definitions in subsections (3), (5), (7), and (15).

(15) “State fair” means an annual public fair that serves the entire state. Exhibits must comply with s. [616.17](#), and cash premiums or awards may be given to exhibitors.

History.—s. 8, ch. 63-247; s. 2, ch. 81-318; ss. 1, 25, 26, ch. 83-239; s. 6, ch. 87-226; s. 94, ch. 92-291; ss. 1, 44, ch. 93-168; s. 25, ch. 96-231; s. 11, ch. 2000-272; s. 1, ch. 2012-204.

THE FOOD FOREST vs. THE FOOD DESERT

Summer 2020

The first in a series of articles on this subject by Howard P. Clark, Jr., Vice Mayor of Pembroke Park

Something very special is happening in Pembroke Park. Something that sets us apart from every other municipality in Broward County, indeed in the entire State of Florida. In fact, it puts our little Town in a very exclusive group of communities in the entire United States. One of only about a half dozen.

What am I talking about?

We in Pembroke Park have established a "Food Forest" within the Town.

So what is a food forest and why is it important. Well, let me explain.

First, you need to know that the US Dept. of Agriculture has designated an area in Pembroke Park around 56th Avenue and some areas of Hallandale Beach Boulevard, 48th Avenue and County Line Road as a "Food Desert."

A Food desert is an area where the nearest grocery store is a mile or more away and it is in an area of low income.

I want to take this opportunity to thank Mayor Ashira Mohammed, Commissioner Rey Dieuveille, Clerk Commissioner Geoffrey Jacobs and Commissioner Gina Cohen for allowing me to establish a food forest to mitigate or eliminate the ill effects of having a portion of our town designated as a "food desert."

Some common ill effects found in a Food desert: diabetes, obesity and malnutrition, to name a few. We are trying to help establish "food sustainability," "food stability" and "food security," especially in light of the new USDA rules affecting the SNAP program and other food programs and more recently the economic problems caused coronavirus pandemic.

We are doing this by establishing a food forest to provide the community with fruits and vegetables such as, Papayas, star fruit, collard greens, okra, tomatoes, beans, various leafy greens, and lots of other varieties of fruits and vegetables as they come into season.

As the Lead Commissioner for the Pembroke Park Food Forest and Community Garden, this project has become so much more than a job for me – it is my passion to work in the forest and garden and watch these plants and trees grow knowing that they will be able to provide so many of our needy residents,

such as low income, the mentally challenged, children, and our veterans, with nutritious food that they might not otherwise have access to.

I am fortunate to be joined by a growing number of incredibly enthusiastic volunteers from our community! Both individual members of the Agro-Eco Gardens and Educational Center and groups such as the Professional Firefighters Association of South Florida, Capoeira Maculele, Hands On Broward and Pembroke Park Church of Christ.

Since November 2019, we have given out over 4000 lbs. of papayas. We have also given out great quantities of okra, star fruit and leafy greens and many others.

Located on 52nd avenue, the Community Garden and Food forest, sits on 10 acres of green space that the Town acquired through a grant from the Broward County Parks Acquisition Bond. It was designated as Ryan Park and lies next to the Oglesby Preserve which, by the way, now offers a scenic trail and exercise path. I encourage residents to come out and see the Pembroke Park Food Forest Orchard and Community Garden – lush and beautiful and now bursting with fruits, vegetables and herbs.

The goals and objectives of our project are multi-purposed: besides providing nutritious fruits and vegetables, the garden and food forest were established to honor the Town's origins as an agricultural community, and further, to provide a real hands on educational experience, as well as a unique agri-tourism destination that one can simply walk around in and enjoy.

The community garden is currently producing carrots, tomatoes, Chinese Bok Choy (a leafy green), marigolds, green onions, Malabar spinach, sweet potatoes, basil, purslane, green pepper, peppermint, spearmint, and chocolate mint, thyme, chives, chard, Everglades cherry tomatoes, purple collard greens and purple passion fruit – to name just some of the wonderful plants growing in the garden.

As we leave the community garden, we first come to the Circle of Palms where individuals and groups that have contributed to the garden or supported the Town in a significant way have a coconut palm tree planted in their honor complete with commemorative plaque: County Commissioner Barbara Sharif, the Professional Firefighters Association of South Florida, the 2018 Lake Forest Elementary School 5th Grade Class (which came out and planted trees in the Ryan Park), Capoeira Maculele (the originator of the Community Garden) and Pembroke Park Church of Christ, to name some of the honorees.

The Food forest has over 100 exotic fruit trees: various varieties of papaya trees, coconut palms, star fruit, banana, avocado, Japanese plum, jack fruit, Florida pistachio, macadamia nut, and mango and many others too numerous to name them all here.

Structurally, a Food forest consists of various levels: the Over Canopy which consists of pine and oak trees; the Under Story consisting of some of the taller fruit trees such as papaya, banana and palms; the Herbaceous Level which has bush like plants; the Ground Cover such as perennial peanut grass; the Root Zone – sweet potatoes and carrots for example; and, Vines – passion fruit vines.

What further sets us apart is the presence in our orchard of a burrowing owl family which is an endangered species. We are truly blessed by the arrival of the burrowing owl family. They joined the Pembroke Park community at our invitation. We set about to create a habitat for this endangered species because these owls were in the way of development of a vacant lot in our neighboring city of West Park. To do this right, we invited the Audubon Society to come out and help us build a nesting home for the owls. The funny part is that the owls came to the orchard and food forest and despite a perfectly pre-prepared nesting area we made for them, they picked their own spot!

In order to build and maintain something as intricate as a food forest and community garden, in addition to the many hours of physical labor, one needs people with expertise. We now have a staff member who has been approved by the Town Commission to take classes to receive a designation as a Master Gardener – She will be taking the classes on her own time. In addition, at my own expense, I have signed up for further education as well – to get a Permaculture Design Certificate.

No one in Pembroke Park will go hungry. Although, fruit and vegetables will be available to any resident of the Town, one of our main goals is to provide temporary assistance to “food security” challenged residents to help them through a difficult time – especially during this time of economic difficulty for so many due to the Covid-19 pandemic, but more about that later is article.

Last, I will mention that in the course of developing our food forest, we traveled to the Brown’s Mill Food forest in Atlanta Ga., to see how another city handles establishing a food forest. It was a tremendously rewarding experience where we shared and exchanged information with them to our mutual benefit. The food forest concept is a very new concept – which puts the little Town of Pembroke Park on the forefront of nutritional urban sustainability.

We are not just talking about eliminating the “food desert,” we are doing it! For example, as Mayor Mohammed had, even prior to the pandemic, organized food giveaways from time to time, on Saturday, March 22, 2020, she expanded this effort as the Town hosted the first in a series of regular weekly food giveaways at the Ryan Park. Over 1600 residents from our town and from the surrounding communities drove by to receive bags of different kinds of food including fresh fruits and vegetables being distributed to them by the Mayor, myself, the other Commissioners and Town staff. The fresh food came from leafy greens and fruit grown in our developing food forest: the community garden and fruit tree orchard plus contributions from Feeding South Florida, Farm Share and others. One of the things that we learned from our Atlanta experience is that a community garden can’t do it all by itself. To eliminate a “food desert,” you have to marshal resources from various different elements: grocery store chains, local markets, the various groups that have organized to eliminate hunger and malnutrition that I have mentioned and a community garden. It is a blueprint for success!

And what a success it has been!

The food forest expands and continues to produce copious amounts of fruits and vegetables that are distributed to our residents. I am pleased to announce that bananas and sugar cane have been added to the food forest repertoire and are now being distributed to the public. In addition, the Town obtained a FRDAP grant from the state that will be used to construct a walkway through the food forest and provide some picnic tables so that visitors can wander through the Pembroke Park Food forest orchard, learn about the various exotic fruit trees there or relax and picnic as they enjoy this amazing place.

From the beginning of the pandemic lock down, when we didn’t know when we would be able to go to the grocery stores safely again, the Mayor and your Commissioners stood on the front line with masks and gloves handing out food to those in need.

It has now been over three months since the Town has been conducting the Saturday food giveaways, providing food to thousands of needy families each week. This effort, spearheaded by Mayor Ashira Mohammed and myself as your Vice Mayor along with the full support of Commissioner Ray Dieuveille, Clerk Commissioner Geoffrey Jacobs and Commissioner Gina Cohen, has not only addressed the dire

circumstance of families in need as a result of the Covid Crisis, but it demonstrated that we can, and we did, bring about the elimination of our “food desert.” And I would like to take this opportunity to thank all of them and the many city employee and other volunteers who have supported this effort and worked so hard. The Mayor and I are especially appreciative of Commissioners Dieuveille, Jacobs, who came out and volunteered at the food giveaways almost every week. I know that I speak for the Mayor and the other Commissioners when I say that it is gratifying indeed, both as a person and as a local elected official, to be able help people in their time of need – to know that our little Town of Pembroke Park is capable of doing so much to help so many not just from Pembroke Park, but people from the surrounding communities as well.

As I have said, in order to successfully fight hunger and malnutrition many elements must be brought together: The Pembroke Park Food forest, supported by the Mayor and Commission and working with Feeding South Florida, Farm Share and so many other organizations and volunteers, has played an integral part of that fight, the fight to eliminate the food desert. And we did it.

No one should ever go hungry in the United States of America and no one will go hungry in Pembroke Park.

AGENDA ITEM REPORT



To: Town Manager
Subject: Update of Projects
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Public Services applied and received several grants to fund multiple sewer and stormwater projects, and Parks projects

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Discussion

ATTACHMENTS:

[Awarded and Recommended Grants rev3](#)

	Status:
Myriam Jacques, Public Services AssistantDirector	Approved - Aug 17 2020
Finance director, Finance & Budget Director	Denied - Aug 19 2020
JC Jimenez, Town Manager	None



Awarded and Recommended Funding (or Grants) for Projects

As of September 4, 2020

No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
1	Town Hall Shed Roofing	12,850		12,850		roofing is completed; awaiting pressure wash & paint job; created PO
2	Town Hall Entrance Canopy	1,900		1,900		waiting additional Fire doc for Permitting from contractor
3	Preserve ADA Compliant Restroom	105,440	61,508	43,932	CDBG 45th Year	ITB solicitation in-process; requested resolution for 1st amendment to the agreement; met with Koinonia to discuss easement rights; may proceed with septic tank design instead
4a	SW 25th Street Stormwater Project (design: \$151,028; \$37,757)	151,028	151,028	37,757	HMGP, Design	received executed contract from HMGP
4b	SW 25th Street Stormwater Improvements	1,075,115			Surtax	Deferred for next cycle
5	Hardening of Town Hall, Generator, Roofing	684,750	482,344	160,782	HMGP	received executed contract from HMGP
6a	John P. Lyons Lane Stormwater Improvements (design: \$84,131; \$28,043)	112,175	84,131	28,044	HMGP, Design	awaiting executed contract from HMGP
6b	John P. Lyons Lane Stormwater Improvements	100,000	100,000	-71,956	Legislative	vetoed by Governor
6c	John P. Lyons Lane Stormwater Improvements	250,000	pending	0	FDEP, Design & Construction	application submitted Aug 27
7	Agro-Eco Linear Pathway and Picnic Area	65,000	50,000	15,000	FRDAP	07/08 received approval email; 09/03 s received agreement for execution
8	County Line Stormwater Connection (design \$90,000)	750,000	750,000	0	Surtax	Approved; awaiting ILA from Surtax; 08/20 met with F. Soar to discuss ROW for pipe and sidewalk; Mr. Soar is requesting compensation for land has concerned about giving addtl land to developer; next meeting is setup with QT for same request

Awarded and Recommended Funding (or Grants) for Projects

As of September 4, 2020



No.	Project Title	Requested Amount	Grant	Town Share	Funding Source	Status/Issues
9	52nd Avenue Complete Streets (design \$144,000)	1,200,000	1,200,000	0	Surtax	Approved; awaiting ILA from Surtax; no email response as of 08/28
10	Bike Lanes, and Sidewalks Improvement Project (design \$30,000)	250,000	250,000	0	Surtax	Approved; awaiting ILA from Surtax; no email response as of 08/28
11	SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,146,242	3,146,242	0	MPO-CSLIP	under CSLIP review; 08/27 submitted revised typicals and cost estimate; attended Cycle 5 webinar; application is due
12	Preserve Additional Lighting	99,512	63,240	35,591	CDBG 46th Year	08/04 presented to County Commission meeting
13	Canopy Extension at Ryan's Park				Town	received several quotes: \$148,252; \$36,720; \$25,500; on hold
14	Electronic Pallet Jack	may not be eligible				Costs: \$9,630 and \$10,858; on hold
15	SW 30th Avenue Stormwater Improvement Design	188,000		188,000	Town	need RFP
15	SW 30th Avenue Sanitary Sewer Improvement Design	57,000	pending	57,000	FDEP, Design & Construction	application submitted Aug 27
16	Town Septic to Sewer Project	2,750,000	pending	250,000	FDEP, Design & Construction	application submitted Aug 27
Maintenance Contracts to be Renewed or Advertised						
1	Elevator - Otis Elevators					Renewed
2	Air Conditioning - from Capital Air to Southeast Mechanical					pending Commission approval
3	Cleaning - Kelly Janitorial Services					Renewed
4	Fleet Services - State or County Contract					contacted FirstVehicle for potential contract

AGENDA ITEM REPORT



To: Town Manager
Subject: Myriam Jacques Appointed as Public Services Director
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

Myriam Jacques has been acting and doing the Public Service Director duties for the past 5 months. She has come up to the plate and have done an excellent job. I believe she deserves to have the position permanently, fully capable to do the work. I recommend that she goes to the customary six-month probation after which if satisfactory, she will be appointed as the Public Services Director.

FINANCIAL IMPACT:

To be Discussed

RECOMMENDATION:

Resolution for Approval

ALTERNATIVES:

MYRIAM JACQUES

(954) 275-2350

MJACQUES@TPPFL.GOV

DESIRED POSITION TITLE: PUBLIC SERVICES DIRECTOR

CAREER TRACK

TOWN OF PEMBROKE PARK

Public Services Assistant Director 2019 to Present

Have been performing the duties of the Public Services Director since April 2020 and have been doing the following tasks on a regular basis.

- Meet regularly with the Public Services Commissioner Liaison to update him on all matters of the department.
- Submit annual budget estimates and accompanying descriptions of need to the Finance Budget.
- Analyze, assess, and obtain proposals for repair of sewer pipelines, and other RFPs in accordance with Town procurement regulations; with the assistance of the Town Engineer, coordinated the repair of two major sewer pipelines: the master lift station and the SW 52nd Avenue. Provide recommendations to Town Manager, and Town Commission as applicable. Ensure proper protocol is adhered to for contracting the vendors for the jobs.
- Supervise and direct staff to work on public services projects, at Town Hall, in Town, and at the parks (landscaping, repairs of potholes and asphalt, park cleanup, sewer service repairs, etc.)
- Supervise Administrative Assistant, Project Manager, and Town Engineer.
- Ensure grant-funded projects are completed within designated timelines, allocate budget, and project specifications for internal staff as well as outside contractors. Request completion time extension for projects due to delayed funding distribution.
- Create performance improvement plans for staff with lower than expected job performance after evaluating their performance.
- Lead the preparation, filing, and compliance of grant applications (Surtax, CSLIP, FRDAP, HMGP, LMS, CDBG, etc.).
- Assist with the proper planning, coordination, setup and breakdown for all Town events.
- Ensure staff is equipped with appropriate personal protective equipment and safety gears while performing their jobs.
- Update the preventative maintenance plans for the Town's catch basins, lift stations and pumps.
- Represent the Town at various assigned meetings and associations (MPO TAC, Large Users, FFMR CRS, etc.)
- Attend all Town events as required (Food Giveaways, etc.).
- Perform other assignments as requested from the Town Manager, and from Town Commission.
- Search for relevant training and education for staff to improve their skills and enhance their knowledge.
- Respond to emergency calls during after-hours and weekends. Made preparations for the last two storm watch events.

GÉNARD & ASSOCIATES CONSULTING, LLC - MIAMI, FL

Sr. Project Manager 2018 to 2019

Provided Project Management for all firm's projects. Assisted in the goals and objectives of the firm. Adhered to local municipalities, states, and federal construction requirements. Negotiated contract clauses between G&A and contractors; responded to stakeholder inquiries according to contract requirements and specifications. Assigned tasks to the team.

Project: Broward County Public Schools (GOB).

LEITNER-POMA OF AMERICA (LPOA), MIAMI INTERNATIONAL AIRPORT - MIAMI, FL

Contract and Documentation Manager 2014 to 2018

Adhered to Miami-Dade and Florida construction requirements. Supported consultants' requirements for timely documentation of design reviews, manufacturing/factory testing, fixed facilities construction, system testing/commissioning/installation, safety certification, project close-out, substantial completion, and final acceptance.

Project: Satellite E APM System Replacement and O&M Services (\$48M) - Installation of two LPOA Automated People Mover (APM) systems (train shuttles) at the Miami International Airport. Contract Manager for a Design and Build contract. Coordinated with contractors to ensure proper interface with system equipment contract to manufacture, install, commission, and testing. Close communications with the Project Manager, the APM Chief, and the Consultants.

MIAMI-DADE COUNTY, MIAMI INTERNATIONAL AIRPORT (MIA), MIAMI, FL

Engineer LEED AP BD+C; LEED AP O+M 2008 to 2014

Assisted the Department Chief, with day-to-day maintenance shop operations and performed the Chief's duties in his absence. Assisted in establishing policies and procedures, training programs, and safety programs. Assisted in the preparation and monitoring of the department budget. Performed management of various maintenance service contracts such as the MIA Mitsubishi \$10M yearly O&M contract, the - \$2.5M facilities and equipment contract. Supported the Environmental Management Systems Auditor Bureau Veritas and Maintenance Director to keep the MIA's maintenance shops in compliance with ISO 14001 standards.

UNITED STATES BUREAU OF RECLAMATION (BOR), BOULDER CITY, NV

Electrical Engineer 2002 to 2006

Assisted in the construction projects for the BOR, which operates as 'water master' for the last 688 miles of the Colorado River within the US on behalf of the Secretary of the Interior, maintaining the Hoover, Davis, and Parker Dams as well as the river channel and protective levees in addition to annually measuring and accounting for the water's use.

Projects: Replacement of Hoover Dam 15 MVA House Transformer; Fire Alarm Testing Program

UNITED STATES BUREAU OF RECLAMATION, YUMA, AZ

Research Engineer/Electrical Engineer/Water Quality Engineer Prior to 2002

Inspected installation of electrical and SCADA systems at the desalting plant in accordance with the National Electric Codes (NEC) and federal government specifications. Conducted monthly field inspections of desalting plant equipment to ensure quality of preventative maintenance performed by the O&M contractor.

Projects: Yuma Water Quality Improvement Program - Partnered with local governments, federal agencies, Native American nations, and private industries to address water quality concerns.

TRAINING:

PROFESSIONAL DEVELOPMENT/TRAINING:

USDA Graduate School, Career Development Program 2000 - 2001

Executive Leadership Program (ELP)

Successfully completed developmental assignments emphasizing leadership and management potential. Formalized classroom training included leadership styles, managing conflict, mentoring, teambuilding, briefing techniques, maintaining balance, benchmarking, facilitating and cultural diversity management. Completed the following 60 to 90-day assignments during the training:

- SPECIAL ASSISTANT TO THE DIRECTOR, USDA/APHIS Marketing & Regulatory Program Business Services, Riverdale, MD. Assisted in long range planning activities.
- MANAGER, ENGINEERING GROUP, U.S. Bureau of Reclamation - Hoover Dam, Boulder City NV. Led group of engineers, planners, and technicians to meet Hoover's Dam's targeted on-line power plant demand production and water delivery for the lower Colorado. Planned, directed, and evaluated engineering projects and contracts assigned to the Office.
- MANAGER, WATER ACCOUNTING & SCHEDULING BRANCH, U.S. Bureau of Reclamation, Yuma, AZ. Guided the operations and maintenance of the groundwater wells and waterway works throughout southwest Arizona and eastern California.

OTHER PROFESSIONAL COURSES

Management Courses

Writing Position Classification; How to Praise and Reward Employees; Total Management Team Seminar; EEO Process; Dimensions of Leadership; FOIA/PA for Managers and Supervisors

Communications Training

Effective Speech Communications; Team Briefing; Toastmasters International; Writing in Plain Language; Project Management Briefing

EDUCATION AND CERTIFICATES

Supervisory Certification Program, 2010, Miami-Dade University, Miami, FL

Executive Leadership Program, 2001, United States Department of Agriculture (USDA) Graduate School, Washington, DC

Bachelor of Science in Electrical Engineering, 1990, Tennessee State University, Nashville, TN

LEED AP O+M and DB+C Certificates – United States Green Building Council (USGBC)

ISO 14001 Environmental Management Systems Auditor Certificate – Bureau Veritas

JOB-RELATED SKILLS

Microsoft Office: Access, Excel, PowerPoint, Projects, Word, Outlook

HONORS

- Special Assignment: 6-weeks at the U.S. Naval Base in Guantanamo, Cuba to assist personnel and perform as intern in the daily operations and maintenance of the base's power and water treatment plant.
- Chaired North American Membrane Association Society conference session.
- Guest researcher at the DOC National Institute of Sciences and Technology (NIST), Boulder, Colorado.

PUBLICATIONS

Published articles or papers for: the national "Desalination News" Magazine (July 2000), American Membrane Technology Association (August 2000), National Association of Corrosion Engineers (February 2000), and Interagency Consortium for Membrane Separation and Desalination (1997, 1998, 1999, 2000, 2001).

PAST AFFILIATIONS: USGBC-South Florida Chapter, AWWA, North American Membrane Society (NAMS), American Membrane Technology Association (AMTA), NACE International Institute, Toastmasters International, Rotary International.

ACCOLADES: Employee of the Month Award, On the Spot Award, STAR Award, Performance Award, Excellence Award, Army ZAP Award.

Myriam Jacques

(954) 275-2350

MJACQUES@TPPFL.GOV

DESIRED POSITION TITLE: PUBLIC SERVICES DIRECTOR

ACCOMPLISHMENTS as ACTING PUBLIC SERVICES DIRECTOR

- Held weekly meetings with staff to discuss project status, upcoming projects, and staff work schedule, etc.
- Developed work order/request system to schedule work request from various departments.
- Ongoing coordination of master lift station and 52nd Avenue emergency repairs.
- Submitted Public Works budget for fiscal year 2020-21.
- Repaired air conditioning units at Town Hall. System has been running continuously without failure for the last 3 months.
- Completed construction of 45th Year CDBG tot lot playground project.
- Applied and received the FRDAP grant for Agro-Eco linear walkway, and the 46th Year CDBG for the Preserve additional lighting.

SHORT AND LONG RANGE GOALS FOR PUBLIC WORKS DEPARTMENT

Administration

1. Continue to hold weekly meetings with staff to discuss project status, upcoming projects, and staff work schedule, etc.
2. Hold monthly meetings with Public Works crew staff.
3. Upkeep of Town regulatory certifications. Budget: \$.
4. Update Town 20-Year Comprehensive Plan. Budget: \$.
5. Update Town 20-Year Sanitary Sewer Master Plan. Budget: \$.
6. Update Town 20-Year Stormwater Master Plan. Budget: \$.
7. Put in place service contracts for Town recurring and repetitive jobs (fleet, pumps, lift stations, etc.).
8. Centralize and standardize documentation for Public Works projects to better track documents and share information.

Sewer and Stormwater

1. Inspection and Infiltration (I&I) of the sewer lines throughout Town - conduct a CCTV scan to get the condition of the interior of the sanitary sewer pipelines and perform repairs if needed using a cure-in-place pipe (CIPP) lining technology where possible. This is an immediate task to achieve during fiscal year 2021. Budget: \$200,000. Maintenance: inspections to be conducted regularly based on BMP.
2. Lift Station Rehabilitation - Several lift stations need attention such as manhole lining and upgrade, pipeline upsizing, and pump replacement. This is a task to stagger during the next 2-3 years starting with the ones with the worst conditions. Budget: \$75,000. Maintenance: Daily currently. Monthly and annual inspections to be added.
3. Repair of Manholes - This is an ongoing task to stagger during the next 5 years starting with the ones with the worst conditions. Budget: \$25,000 Maintenance: Yearly inspections.
4. Apply for grants to perform special projects.
5. Replacement and upgrade of Stormwater pumps. Maintenance: monthly inspections. Budget: \$
6. Cleaning and repair of catch basins - to be done every 5 years. Budget: \$
7. Periodic survey of Town drainage system, then propose solutions.
8. Replace trucks 2005 and older for crew. Budget: \$.

Roads and Streets

1. Removal of shrubs to be replaced by sod on median. Budget: \$.
2. Pothole repairs - This is an ongoing maintenance task. Budget: \$.
3. Pressure-washed exterior walls of Town Hall building. Budget: \$.
4. Equipment - Bobcat, trucks 2005 and older, trailer, golf cart. Budget: \$.

Parks

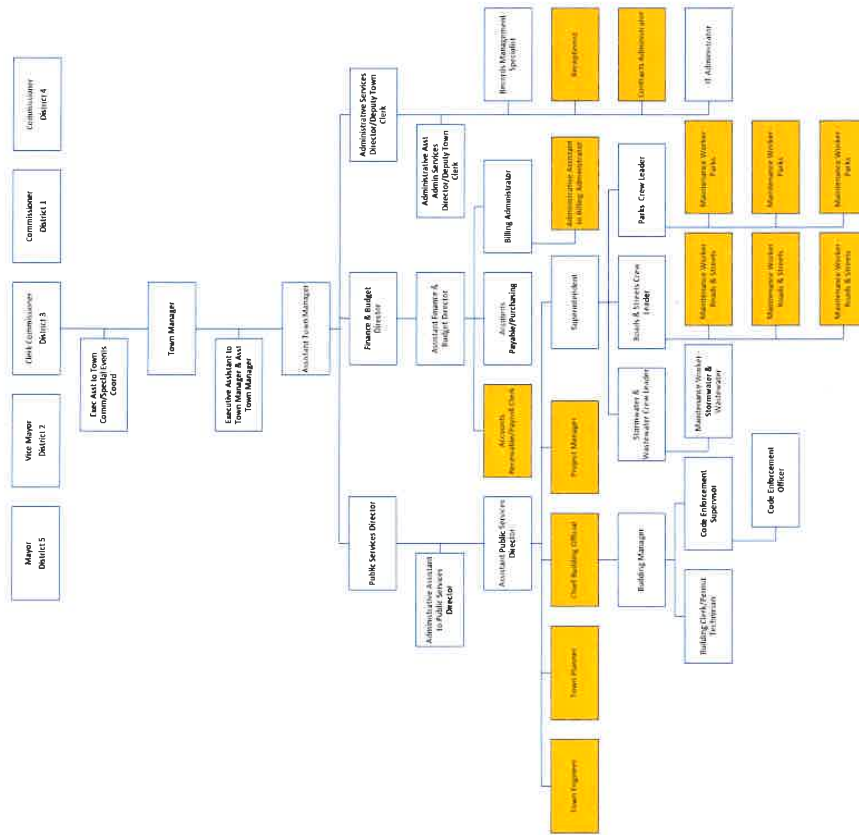
1. Upgrade of irrigation well. Current well is not deep enough to pump sulfur-free water to irrigate grass. Treated water from the new well will eliminate brown spots found on the concrete walls at the parks. Budget: \$12,500.
2. Canopy extension, funding from a grant. Budget: \$45,000
3. Paving of parking lots and linear walkway. Budget: \$.
4. Upgrade of exercise equipment. Funding from a grant. Budget: \$.
5. Restoration of game areas. Budget: \$.

Other

1. Public Works equipment and tool shed. Budget: \$.
2. Upgrade of Town Hall Air Conditioning Units. Budget: \$.
3. Paving of Town Hall parking lot. Budget: \$.

Town of Pembroke Park Recommended Organizational Chart

Town of Pembroke Park is a Commission Form of Government



Dotted Line Reporting describes the relationship between an employee and a secondary supervisor/leader that provides additional oversight and guidance to the employee in the execution of his/her work. The secondary supervisor/leader has some degree of influence, but the position officially reports to the other supervisor/leader directly. Dotted Line Reporting should serve as a professional relationship where all involved employees are able to share information in order to execute their various duties and assignments.

Town Mayor & Commission Dotted Line Reporting: Each Town of Pembroke Park Elected Official has a dotted line reporting structure with certain Department Heads/Directors for their specific area of focus. Refer to the Executive Summary for more information. Dotted Line Reporting for Employees: All employees that report directly to the Town Mayor & Commission have a dotted line reporting to the Town Manager, as all positions within the Town fall under the supervision and direction of the Town Manager. It is important to note that the positions of Executive Assistant and Administrative Assistant are NOT higher ranking positions, but simply may show "above" in the org chart in comparison to other positions in order to accurately reflect the direct reporting structure.

AGENDA ITEM REPORT



To: Town Manager
Subject: Renovations for Public Services Offices
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Howard Clark, Vice Mayor

BACKGROUND INFORMATION:

It is necessary that Public Services and Building Departments relocate to make room for office space required for the Town-approved Police Department. Public Services will temporarily occupy Code Enforcement's offices on the second floor after Code Enforcement relocates to their new offices on the first floor. Public Services will permanently move to the third floor to house its entire staff at a later date. Both the second and third floors will be renovated to accommodate Public Service relocation.

FINANCIAL IMPACT:

\$150,000 total. \$50,000 for second floor relocation; and \$100,000 for the third floor relocation. to include communication and IT wiring, office partitions, flooring, painting, etc.

POLICY IMPLICATIONS:

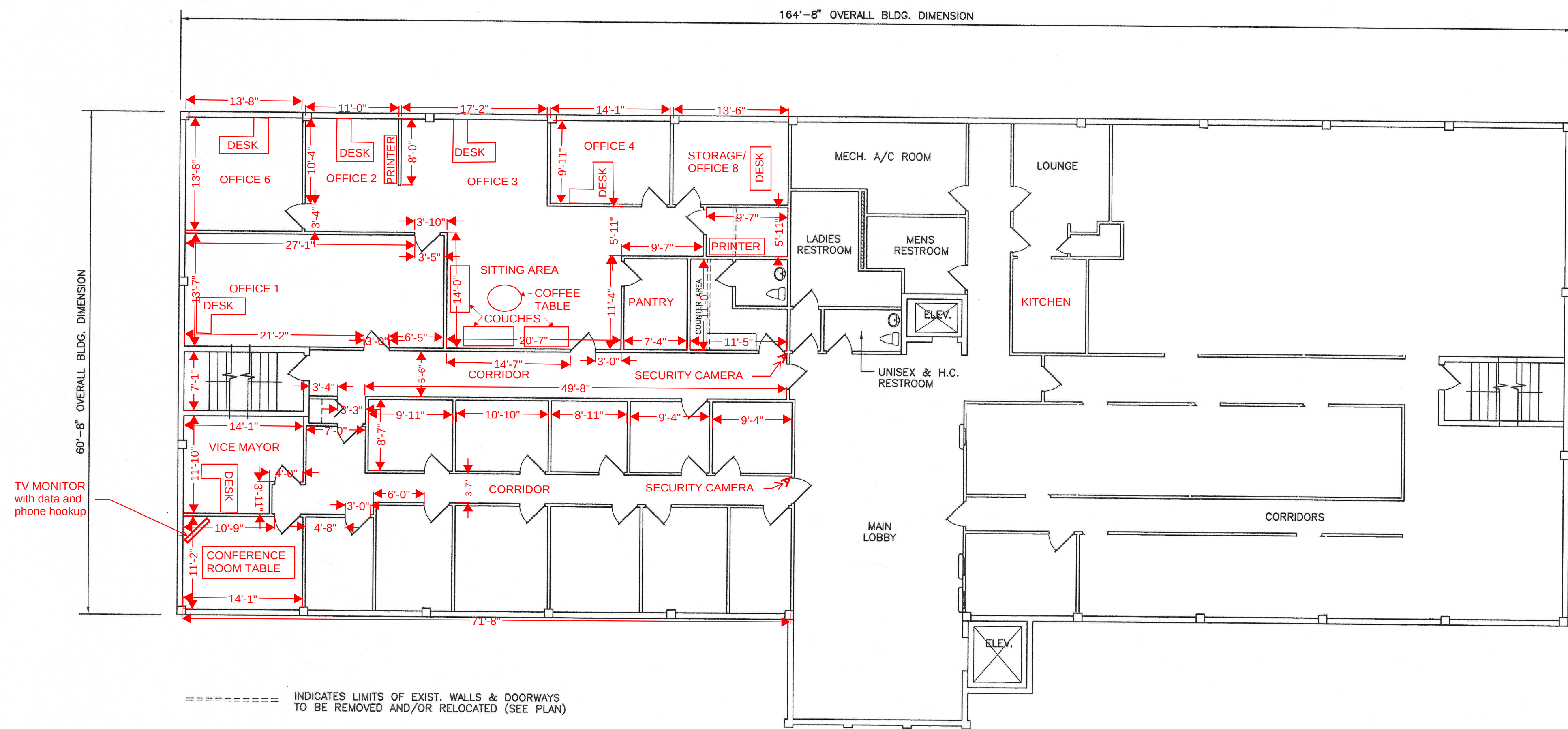
None

RECOMMENDATION:

Commission Approval

ALTERNATIVES:

N/A



- NOTES:
1. NEW CARPET
 2. NEW DOORS
 3. REPLACE DAMAGED CEILING TILES
 4. CHANGE LIGHT FIXTURES TO LED
 5. OFFICE FURNITURE & LOUNGE AREA
 6. OFFICE EQUIPMENT
 7. LARGE TV FOR CONFERENCE ROOM
 8. WINDOW COVERINGS
 9. ELECTRICAL SWITCH COVERS

TOWN HALL — 3rd. FLOOR PLAN

SCALE: 1/8"=1'-0"

Herbert K. Kunen, P.E.
TOWN ENGINEER, FLA. REG. NO. 13330
TOWN OF PEMBROKE PARK
3150 S.W. 52nd. AVENUE
PEMBROKE PARK, FLORIDA 33023

REVISIONS :

TOWN OF PEMBROKE PARK
3150 S.W. 52nd. AVENUE, PEMBROKE PARK FL. 33023

TOWN HALL - 3rd. FLOOR PLAN & ALTERATIONS

DATE: AUG., 1997
SCALE: 1/8"=1'-0"
DWG. BY: C.R.W.
CHK'D. BY: H.K.K.

SEAL

1 of 1

SHEET NO.

AGENDA ITEM REPORT



To: Town Manager
Subject: Broward College Request for Volunteer Opportunity for Groups of 40+
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

The Director of Student Achievement Initiatives at Broward College is looking to build volunteer opportunities and partnerships as part of our program objectives. Their members are also AmeriCorps members.

FINANCIAL IMPACT:

None

RECOMMENDATION:

Discussion

ATTACHMENTS:

[Creating Volunteer Opportunity for Groups of 40+](#)

From: noreply@salesforce.com on behalf of [Affiliate Address](#)
To: [Myriam Jacques](#)
Subject: Creating Volunteer Opportunity for Groups of 40+
Date: Friday, August 14, 2020 1:37:47 PM

CAUTION: This email originated from outside Town of Pembroke Park. Exercise caution when opening attachments or clicking links, especially from unknown senders. When in doubt, please contact IT mpakula@townofpembrokepark.com

From: Farah Pierre, fpierre1@broward.edu

Re: Inquiry about volunteer opportunity posted on
<https://www.handsonbroward.org/opportunity/a0C1J00000HnKbBUAX>
Pembroke Park Community Garden Clean-up, 8/15/2020 1:00 PM - 8/15/2020 5:00 PM

My name is Farah Pierre, Director of Student Achievement Initiatives at Broward College. I oversee a program with 40+ members (aged 18 - 35). We are looking to build volunteer opportunities and partnerships as part of our program objectives. Our members are also AmeriCorps members. Please let me know how I can reach your office, and if there are opportunities for us to serve the community. I can also be reached at 954-201-8412. Thank you, /***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA ITEM REPORT



To: Town Manager
Subject: Credit Card Purchasing for Public Services
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

Request to replace credit card authorized to be used by the former Public Works Director. A credit card is necessary to purchase goods and services \$5,000 and under in the Public Services Department.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Commission Approval

ALTERNATIVES:

it would be almost impossible to place orders online

	Status:
Myriam Jacques, Public Services AssistantDirector	Approved - Aug 17 2020
Finance director, Finance & Budget Director	Approved - Aug 18 2020
JC Jimenez, Town Manager	Pending



TOWN OF PEMBROKE PARK

CONSULTANT EXTENSION AGREEMENT

THIS Consultant Extension Agreement ("Extension Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and The Capital Hills Consultants, Inc., a Florida corporation, ("Consultant") whose address is 6004 Vista Linda Lane, Boca Raton, Florida 33433 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The term of the Original Agreement between Consultant and Town has expired pursuant to the provisions of the Original Agreement.
- C. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- D. The Parties desire to extend the term of the Original Agreement as provided in this Extension Agreement.

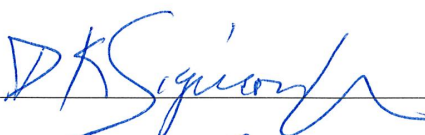
NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated in this Extension Agreement by reference herein.
- 2. The term of this Extension Agreement is for the period beginning on the date of execution by the parties through September 30, 2020 ("Term"), unless terminated by either Party as provided herein.
- 3. This Extension Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Extension Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Extension Agreement. If the Extension Agreement is terminated before September 30, 2020, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
- 4. It is expressly agreed by and between the Parties, that this Extension Agreement is supplemental to the Original Agreement and Reinstatement and Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement and Reinstatement and Extension Agreement, unless specifically modified herein, are to apply to this Extension Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

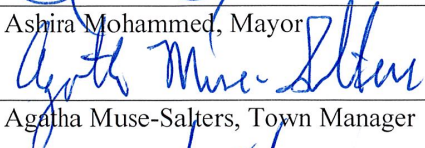
5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$5,400.00. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement and the Reinstatement and Extension Agreement, the provisions of this Extension Agreement shall in all respects govern and control.
7. It is to be understood that this Extension Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement and Reinstatement and Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement and Reinstatement and Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

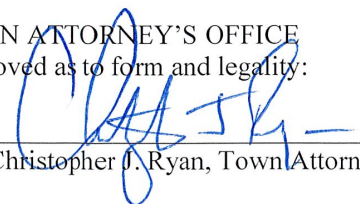
**THE CAPITAL HILLS CONSULTANTS,
INC., a Florida corporation**

By: 
Print Name: DAVID K Sigerson, Jr
Authorized Representative
Date: Jun 8 2020

TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor
Attest: 
Agatha Muse-Salters, Town Manager
Date: 01/08/2020

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 
Christopher J. Ryan, Town Attorney

CAS Governmental Services, LLC

"Communications Advocacy Services"

36910 3rd Street, Post Office Box 35

Canal Point, Florida 33438-0035

561-924-7702

This Agreement is by and between **The Town of Pembroke Park**, hereinafter referred to as the "**Town**" and the consulting firm, **CAS Governmental Services, LLC**, hereinafter referred to **CASGS**.

Whereas, the Town of Pembroke Park seeks to engage the services of an individual or firm to seek special Legislative Appropriation Funding in Tallahassee during the Legislative Session and to represent designated legislative issues in Tallahassee during the Legislative Session and Committee Weeks. This service will be with respect to special funding and/or appropriations relating to the Town of Pembroke Park.

SERVICES: CASGS will provide the following services: Assist the TOWN in providing information and data to appropriate agencies. Assist the TOWN in preparing appropriate draft cooperative agreements for agencies involved and for review by the Town Manager or designee and as directed staff. Provide appropriation language and, as may be needed, work with Town Manager and as directed staff; Attend and provide testimony at appropriate subcommittee meetings; Attend and provide testimony at appropriate committee hearings; Coordinate and solicit support from legislators and appropriate state agencies; CASGS will report findings to the Town Manager or designee. Make necessary reports to appropriate agencies.

NO CONTINGENCY FEES:

- No Contingency Fees: Both the TOWN and CASGS fully understand and accept that payment of fees is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes, no contingency fee or performance-based fee is agreed to by either the TOWN or CASGS, nor will any contingency fee be paid by the TOWN or received by CASGS for any of the herein described services.

COMPENSATION:

- * CASGS shall receive an annual lump sum fee of Ten-Thousand Dollars (\$10,000.00) to be paid in equal payments invoiced monthly by CASGS.
- * CASGS shall also invoice the Town for normal out-of-pocket expenses and hourly rate fees for time worked and other pass-through charges normally associated with Legislative Committee Weeks and Legislative Session duties above. Any assigned duties beyond this agreement must be specifically authorized by the Town Manager.
- * The CASGS hourly rate will be \$125.00 per hour

The Town agrees to make payment within thirty (30) days of CASGS invoicing.

WARRANTY: CASGS cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any legislation, special funding or appropriation passage.

TERMINATION: Termination of this contract may be made by either party giving thirty (30) days written notice, sixty (60) days once Legislative Session has begun. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CASGS from final invoicing and for payment(s) for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive the TOWN from work products already complete or substantially complete.

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PUBLIC INFORMATION:

The Florida Legislature has amended Chapter 119 Florida Statutes, Section .0701 thereof, to expand the obligation of local government to include into all contracts certain language that relates to public records, which is made a part of this Contract. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relations to this contract, they are to contact the custodian of public records for the Town of Pembroke Park at:

Town Clerk's Office
3150 SW 52nd Avenue
Pembroke Park, FL 33023

1. The contractor shall adhere to Florida public records laws, including the following:
 - a. Keep and maintain public records required by the Town to perform the services, and upon request of the custodian of records for the Town, provide the Town with a copy of the requested records or allow the records to be copied or inspected within a reasonable time at a cost that does not exceed the cost allowed in Chapter 119 or as otherwise provided by law.
 - b. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the contractor or thereafter keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town 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 Town, upon request of the Town Clerk, in a format that is compatible with the information technology systems of the Town.
2. Noncompliance:
 - a. A request to inspect or copy public records relating to the Town's contract for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the contractor of the request, and the contractor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time. A reasonable time is defined as within eight (8) business days.
 - b. If the contractor does not comply with the request of the Town for the

records, the Town shall enforce the contract provisions in accordance with the contract.

- c. If the contractor fails to provide the public records to the Town within a reasonable time, the contractor may be subject to the penalties under Chapter 119.10.
- d. Civil Action.
- e. If a civil action is filed against a contractor to compel production of public records relating to the Town's contract for professional services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request to the Town and to the contractor.
- f. A notice complies with the above if it is sent to the custodian of public records for the Town and to the contractor at the contractor's address listed on its contract with the Town, or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- g. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

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- (1.) 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 (954) 966-4600 Extension 235; townclerk@townofpembrokepark.com; 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

Contractor agrees to comply with Florida public records laws, specifically to:

- A. Keep and maintain public records required by the Town of Pembroke Park to perform service.
 - B. Upon request from the Town of Pembroke's custodian of public records, provide the Town of Pembroke Park 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 for in Chapter 199, Florida Statutes, or otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 - D. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate 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 town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.
- (2) Contractor agrees to return all phone calls from Town Commissioners by the close of business on the following business day.
- (3) Contractor agrees to complete all assignments given to the Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a

reasonable time.

- (4) Contractor agrees to provide the Town Commission a status report of all matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

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- (1.) 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 (954) 966-4600 Extension 235; townclerk@townofpembrokepark.com; 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

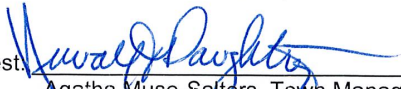
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 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 - D. Upon completion of the contract, transfer, at no cost, to the Town of Pembroke Park all public records in possession of the contractor or keep and maintain public records required by the Town of Pembroke Park to perform the service. If the contractor transfers all public records to the Town of Pembroke Park upon completion of the contract, the contractor shall destroy any duplicate 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 town of Pembroke Park, upon request from the Town of Pembroke Park's custodian of public records, in a format that is compatible with the information technology systems of the Town of Pembroke Park.
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- (3) Contractor agrees to complete all assignments given to the Contractor by Town Commission by the deadline provided by the Town Commission. In the event no deadline has been provided by the Town Commission, Contractor agrees to complete all assignments given to Contractor by the Town Commission within a

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respected dates under each signature below:

FOR: TOWN OF PEMBROKE PARK
LLC

By: 
Ashira Mohammed, Mayor

Attest: 
Agatha Muse-Salters, Town Manager

NEWALL J. DAUGHERTY ATM.
Date: 02-13-2020

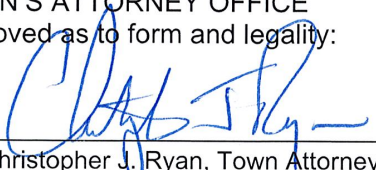
FOR: CAS GOVERNMENTAL SERVICES,
LLC


Signature

M. Dale Milita, President
Printed Name & Title

Date: January 6, 2020

TOWN'S ATTORNEY OFFICE
Approved as to form and legality:

By: 
Christopher J. Ryan, Town Attorney



TOWN OF PEMBROKE PARK

CONSULTANT EXTENSION AGREEMENT

THIS Consultant Extension Agreement ("Extension Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and CAS Governmental Services, LLC, a Florida limited liability company, ("Consultant") whose address is 36910 3rd Street, Canal Point, FL 33438 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The term of the Original Agreement between Consultant and Town has expired pursuant to the provisions of the Original Agreement.
- C. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- D. The Parties desire to extend the term of the Original Agreement as provided in this Extension Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated in this Extension Agreement by reference herein.
- 2. The term of this Extension Agreement is for the period beginning on the date of execution by the parties through September 30, 2020 ("Term"), unless terminated by either Party as provided herein.
- 3. This Extension Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Extension Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Extension Agreement. If the Extension Agreement is terminated before September 30, 2020, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
- 4. It is expressly agreed by and between the Parties, that this Extension Agreement is supplemental to the Original Agreement and Reinstatement and Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement and Reinstatement and Extension Agreement, unless specifically modified herein, are to apply to this Extension Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$833.33. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement and the Reinstatement and Extension Agreement, the provisions of this Extension Agreement shall in all respects govern and control.
7. It is to be understood that this Extension Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement and Reinstatement and Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement and Reinstatement and Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

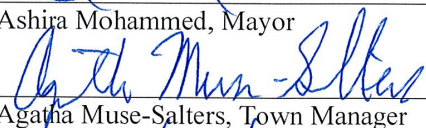
CAS GOVERNMENTAL SERVICES, LLC,
a Florida limited liability company

TOWN OF PEMBROKE PARK

By: 

By: 
Ashira Mohammed, Mayor

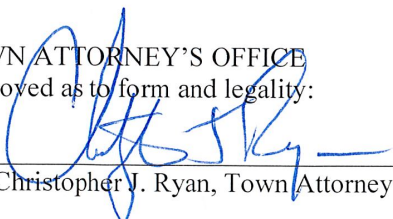
Print Name: Connie Vanasche
Authorized Representative

Attest: 
Agatha Muse-Salters, Town Manager

Date: Jan. 8, 2020

Date: 01/08/2020

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 
Christopher J. Ryan, Town Attorney



TOWN OF PEMBROKE PARK

CONSULTANT EXTENSION AGREEMENT

THIS Consultant Extension Agreement ("Extension Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and DC Strategies, LLC, a Florida limited liability company, ("Consultant") whose address is 2522 Tahoe Circle, Winter Park, FL 32790 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The term of the Original Agreement between Consultant and Town has expired pursuant to the provisions of the Original Agreement.
- C. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- D. The Parties desire to extend the term of the Original Agreement as provided in this Extension Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

1. The above recitals are true and correct and are incorporated in this Extension Agreement by reference herein.
2. The term of this Extension Agreement is for the period beginning on the date of execution by the parties through September 30, 2020 ("Term"), unless terminated by either Party as provided herein.
3. This Extension Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Extension Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Extension Agreement. If the Extension Agreement is terminated before September 30, 2020, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
4. It is expressly agreed by and between the Parties, that this Extension Agreement is supplemental to the Original Agreement and Reinstatement and Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement and Reinstatement and Extension Agreement, unless specifically modified herein, are to apply to this Extension Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$4,666.66. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement and the Reinstatement and Extension Agreement, the provisions of this Extension Agreement shall in all respects govern and control.
7. It is to be understood that this Extension Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement and Reinstatement and Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement and Reinstatement and Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

DC STRATEGIES, LLC, a Florida limited liability company

TOWN OF PEMBROKE PARK

By: Desinda L. Wood-Carper

By: Ashira Mohammed
Ashira Mohammed, Mayor

Print Name: DESINDA L. Wood-Carper
Authorized Representative

Attest: 15/Agatha Muse-Salters
Agatha Muse-Salters, Town Manager

Date: _____

Date: Approved January 8, 2020

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: Christopher J. Ryan
Christopher J. Ryan, Town Attorney



TOWN OF PEMBROKE PARK

CONSULTANT EXTENSION AGREEMENT

THIS Consultant Extension Agreement ("Extension Agreement") is made by and between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and Helmich Consulting, Inc., a Florida corporation, ("Consultant") whose address is 303 Johns Drive, Tallahassee, FL 32301 (each a "Party" and collectively "Parties").

RECITALS

- A. Consultant and Town entered into an agreement for Consultant to provide professional services to Town under the terms set forth in said agreement ("Original Agreement").
- B. The term of the Original Agreement between Consultant and Town has expired pursuant to the provisions of the Original Agreement.
- C. The Parties reinstated and extended the terms of the Original Agreement by execution of the Consultant Reinstatement and Extension Agreement ("Reinstatement and Extension Agreement").
- D. The Parties desire to extend the term of the Original Agreement as provided in this Extension Agreement.

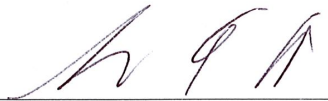
NOW THEREFORE, for and in consideration of the foregoing premises and the mutual terms and conditions contained herein, Town and Consultant hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated in this Extension Agreement by reference herein.
- 2. The term of this Extension Agreement is for the period beginning on the date of execution by the parties through September 30, 2020 ("Term"), unless terminated by either Party as provided herein.
- 3. This Extension Agreement may be terminated by either party in full or in part at any time, in the terminating party's sole discretion. The party desiring to terminate this Extension Agreement must notify the other party by registered mail at least (15) days before the proposed termination date of its intention to terminate this Extension Agreement. If the Extension Agreement is terminated before September 30, 2020, the Consultant will be paid for all work satisfactorily performed through the date of termination. All work in progress will become the property of the Town and will be turned over promptly to the Town by the Consultant.
- 4. It is expressly agreed by and between the Parties, that this Extension Agreement is supplemental to the Original Agreement and Reinstatement and Extension Agreement, which are made a part hereof by reference, and all terms, conditions, and provisions of the Original Agreement and Reinstatement and Extension Agreement, unless specifically modified herein, are to apply to this Extension Agreement and are part hereof as though expressly rewritten, incorporated, and included herein.

5. The Parties agree that the monthly compensation paid to Consultant by Town shall be \$416.66. Consultant shall also be entitled to such other compensation, if any, in addition to the monthly stipend, as provided in the Original Agreement.
6. In the event of any conflict, inconsistency, or incongruity between the provisions of this Extension Agreement and any of the provisions of the Original Agreement and the Reinstatement and Extension Agreement, the provisions of this Extension Agreement shall in all respects govern and control.
7. It is to be understood that this Extension Agreement shall in no way act as a waiver of any of the conditions and obligations imposed on the Parties by the Original Agreement and Reinstatement and Extension Agreement, and any rights that either of the Parties may have by virtue of the Original Agreement and Reinstatement and Extension Agreement are to be considered as of full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature below.

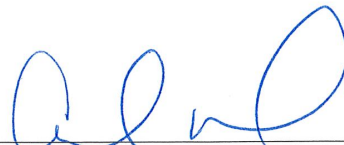
HELMICH CONSULTING, INC., a Florida corporation

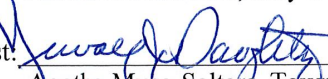
By: 

Print Name: William F. Helmich
Authorized Representative

Date: 3/30/20

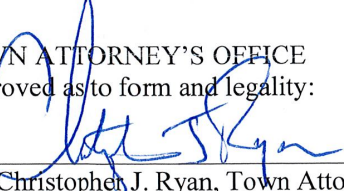
TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

Attest: 
Agatha Muse-Salters, Town Manager

NEWALL J. DAUGHTREY
Date: 03-23-2020

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 
Christopher J. Ryan, Town Attorney



TOWN OF PEMBROKE PARK

GRAPHIC DESIGN SERVICES AGREEMENT

THIS IS AN AGREEMENT between the TOWN OF PEMBROKE PARK, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and JESSICA MARIA BENITEZ, doing business as JMB DESIGNS AND GRAPHICS, ("Provider") whose address is 3771 W. State Road 84, Unit 202, Davie, FL 33312.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. CONTRACT DOCUMENTS/EXHIBITS

The following document is hereby incorporated into and made part of this Agreement:

- (1) The "Graphic Design Services Package Proposal" from Provider, dated October 29, 2019, attached hereto as Exhibit "A";

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the attached Exhibit "A" (collectively, the "Services"). By signing this Agreement, Provider represents that it thoroughly reviewed the Exhibit "A" and this Agreement, and that it accepts the description of the work and the conditions under which the Services are to be performed and the terms of this Agreement.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in Exhibit "A" ("Fees") for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023 or by email to accountpay@townofpembrokepark.com. Invoices shall show the nature of the service and dates(s) of service. Provider shall deliver a completed Internal Revenue Service Form W-9 to Town with the first invoice for payment.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of one (1) year (the "Term"). The Town reserves the right to extend this Agreement for one (1) additional one (1) year term, provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the

term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds, as determined by Town.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority**. Provider hereby represents and warrants to Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

2. **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement, and that it will continue to maintain all licenses and approvals required to conduct its business.

3. **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care**. The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

2. **Compliance with Laws**. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.

3. **Independent Contractor**. Provider specifically acknowledges and understands that Provider is an independent contractor in the performance of all work, Services, and activities under this Agreement, and not an employee, agent, or servant of Town. Provider acknowledges (i) that its employees will not be covered by the Town's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement; (v) all employees or agents of Provider engaged in any of the Services performed pursuant to this Agreement shall at all times and in all places be subject to Provider's sole discretion, supervision, and control; (vi) Provider shall exercise control over the means and manner in which it and its employees perform the Services and in all respects Provider's relationship and the relationship of its employees to Town shall be that of an independent contractor and not as employees or agents.

4. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by Town.

5. Property Rights. Upon delivery to Town, all work product produced by Provider under this Agreement, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations are the property of Town. Provider agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in Town and waives and relinquishes all claims to copyright or other intellectual property rights in favor of Town. Town acknowledges that its use of the work product is limited to the purposes contemplated by the Services and that Provider makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the Services.

6. Insurance. [INTENTIONALLY OMITTED]

7. Indemnity.

7.1 Provider shall indemnify and save harmless and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatsoever kind or nature arising out of error, omission or negligent act of Provider, its agents, servants or employees in the performance of the Services under this Agreement, together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding or including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

7.2 Provider further agrees to indemnify, save harmless, and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatever kind or nature arising out of any misconduct of the Provider not included in the paragraph above and for which the Town, its agents, servants, or employees are alleged to be liable together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

7.3 Provider's obligations under this Section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

8. Termination. This Agreement may be terminated unilaterally by either party provided that thirty (30) days' written notice of such termination is given, by the terminating party electing to terminate, to the other party.

9. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Town Manager, and to Provider at the address provided for in the first paragraph of this Agreement.

10. Taxes. Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

12. Assignment. The performance of the Services required by this Agreement requires the skills and experience of Provider and the responsibility to complete the Services may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When any of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

14. Ethics; Conflict of Interest.

14.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.

14.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the Mayor, members of the Town Commission or any official, department director, head of any Town agency, employee of Town, or member of any board, committee or agency of the Town.

14.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the Mayor, members of the Town Commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

14.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

14.5 In the event Provider is permitted to utilize subcontractors to perform any of the Services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

15. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

16. Small Business Requirements. [INTENTIONALLY OMITTED]

17. Public Records Law. Provider shall comply with all provisions of Chapter 119, Florida Statutes, as amended, regarding public records, which include the following:

17.1 Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the Services.

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

17.3 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 the Agreement term and following completion of this Agreement if Provider does not transfer the records to Town.

17.4 Upon completion of the Agreement, transfer, at no cost, to Town all public records in possession of Provider or keep and maintain public records required by Town to perform the service. If Provider transfers all public records to Town upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the Agreement, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.

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

Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023
954-466-4600 966-4600
townclerk@townofpembrokepark.com

18. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit or claim concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. The parties agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

19. Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those which are held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

20. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

21. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

22. Inspector General. Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Town to be a material breach of this Agreement justifying its termination.

23. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement and listed above as an Exhibit are incorporated into the terms and conditions of this Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by Town and Provider.

24. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of Exhibit "A", the provisions of this Agreement shall be given precedence. Wherever possible, the provisions of this Agreement and Exhibit "A" shall be construed in such manner as to avoid conflicts between provisions of the various documents.

25. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. Further Assurance. Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

27. Counterparts. This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. Attorney's Fees. In the event it shall become necessary for either party to institute legal proceedings to enforce the terms of this Agreement, then in such event, it is expressly agreed that in any such action the prevailing party shall be entitled to recover from the non-prevailing party, all costs, including reasonable attorney's fees, of pre-suit collection attempts, suit, and post judgment or settlement collection including those incurred on appeal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

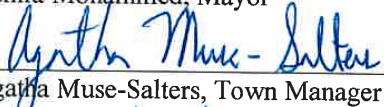
JESSICA MARIA BENITEZ,
doing business as **JMB DESIGNS &
GRAPHICS**


Jessica Maria Benitez

Date: 12/19/2019

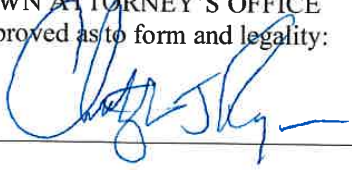
TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

Attest: 
Agatha Muse-Salters, Town Manager

Date: 12/13/2019

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: 

AGENDA ITEM REPORT



To: Commission
Subject: Broward Sheriff Office Outstanding Invoices
Meeting: 09 09 2020 -DRAFT AGENDA REGULAR COMMISSION MEETING - September 9, 2020
Department:
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

Staff is requesting direction from the Commission regarding the outstanding invoices due to BSO

AGENDA ITEM REPORT



To: Commission
Subject: Plante Moran - Outstanding Invoice from 2018
Meeting: 09 09 2020 -DRAFT AGENDA REGULAR COMMISSION MEETING - September 9, 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Approve Payment of \$2,250 for work performed by Vendor

ATTACHMENTS:

[Plante Moran Outstanding Invoice](#)



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018

INVOICE

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

Date: September 6, 2018
Client No: 112768
Invoice No: 1579257
Page: 1

For Professional Services Rendered

For Professional Services related to the Town's ERP System Selection project from July 11, 2018 through September 6, 2018, including: 2,250.00

Phase 0: Project Management

Scheduled and Moderated Project Status Meetings - \$225

Phase 3: ERP Solution Selection

Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe -- \$1,800

Analyze Proposal - \$225

Balance Due \$ 2,250.00 USD

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC



PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE _____
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: _____

VENDOR NAME/NUMBER: _____

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ _____

INVOICE NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

SECTION 2

REQUEST DATE: 11/26/2018

CHECK REQUEST NO. FY17/18

DATE CHECK NEEDED: 11/30/2018

PURPOSE OF CHECK REQUEST: FINANCE – CONTRACTUAL SERVICES

VENDOR: 69951/ PLANTE & MORAN PLLC

INVOICE #: 1579257

PO#/DESCRIPTION: PROFESSIONAL SERVICES RELATING TO THE TOWN'S

CHECK AMT: \$2,250.00

ERP SYSTEM SELECTION PROJECT FROM JULY 11 TO SEPTEMBER 6, 2018

GL FVE09/30/2018

LINE DESCRIPTION	QTY	COST/UNIT	DISC AMT	ACCOUNT NUMBER
FINANCE- CONTRACTUAL SVC		2,250.00		001-510513-340006-01-0000

APPROVALS

SECTION 3

Department Head <i>Mark R. Parker</i>	Date 10/4/2019	Clerk Commissioner/Commissioner	Date
Town Manager <i>Lynda Marie Litten</i>	Date 10/4/2019	Commission Approval Date	
Person Submitting Form ACCOUNTS PAYABLE	Date 11/26/2018	Finance Department <i>[Signature]</i>	Date 11-28-18

accountpay

From: Mark Pakula
Sent: Friday, October 04, 2019 10:11 AM
To: Finance Director; accountpay
Subject: Plant Moran Invoice

Hi it is ok to pay the last Plant Moran bill from September 6, 2018 number 1579257 for 2,250.00.
I went over the timeline for the work they are billing us for from that time and it is ok to pay.

Mark Pakula
Information Technology Director
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
954-701-4345

mpakula@townofpembrokepark.com



/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

accountpay

From: Mark Pakula
Sent: Wednesday, November 21, 2018 7:53 PM
To: accountpay
Cc: Bob Vitas; Natasha Joseph; Todd Larson; Finance Director
Subject: Re: Plante Moran September Invoice

Right now nothing gets paid to plant moran till further notice in the near gutter we will figure out what will be done

Mark Pakula
Network Techs
3150 SW 52nd Ave
Suite 210
Pembroke Park, FL 33023
954-701-4345

On Nov 21, 2018, at 3:35 PM, accountpay <accountpay@townofpembrokepark.com> wrote:

Attached is an invoice that I received in September from Plante Moran. I know you told me to hold off on it because you wanted to touch base with Natasha, however I need to know if this invoice should be paid because we are closing out FY 17/18. Please advise.

Best Regards,
Christian Noel
Finance Department
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Tel: 954-966-4600, ext 237
Fax: 954-961-4760 Fax
Email: accountpay@townofpembrokepark.com

<image001.png>

From: Brian Pesis [<mailto:Brian.Pesis@plantemoran.com>]
Sent: Friday, September 07, 2018 9:40 AM
To: accountpay <accountpay@townofpembrokepark.com>
Cc: Mark Pakula <mpakula@townofpembrokepark.com>; Peter Kunen <pkunen@townofpembrokepark.com>
Subject: Plante Moran September Invoice

Christian,
Attached is Plante Moran's most recent invoice for the ERP project. Mark and Peter, as we discussed, this will be our last invoice until things get started back up again. Please let me know if you have any questions.

Thanks,

Brian Pesis | Manager | Management Consulting

Plante Moran, 27400 Northwestern Highway, Southfield, MI 48034

Direct Dial: 248.223.3785 | Mobile: 248.802.4964 | Fax: 248.327.8707

Plante Moran | [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Blogs](#)

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<Town of Pembroke Park - Plante Moran September 2018 Invoice (1579257).pdf>



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018

INVOICE

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

Date: September 6, 2018
Client No: 112768
Invoice No: 1579257
Page: 1

For Professional Services Rendered

For Professional Services related to the Town's ERP System Selection project from July 11, 2018 through September 6, 2018, including: 2,250.00

Phase 0: Project Management

Scheduled and Moderated Project Status Meetings - \$225

Phase 3: ERP Solution Selection

Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe -- \$1,800

Analyze Proposal - \$225

Balance Due \$ 2,250.00 USD

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16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank	Bank of America
Routing/ABA#	026009593
Bank Address	100 West 33rd Street New York, NY 10001
Account Number	9890996003
Account Name	Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC



PO#: _____
Date: _____

Town of Pembroke Park
Purchase Order Requisition/Check Request

PURCHASES OF ALL MERCHANDISE AND SERVICES IN EXCESS OF \$500 MUST BE APPROVED BY THE TOWN COMMISSION

SECTION 1

PURCHASE ORDER REQUISITION NO. _____ REQUISITION DATE _____
BIDS REQ'D: _____ RECEIVED: _____

PURPOSE OF PURCHASE: _____

VENDOR NAME/NUMBER: _____

DELIVERY DATE: _____ FREIGHT TERMS: _____

METHOD OF SHIPMENT: _____

PAYMENT TERMS: _____

PO AMOUNT: \$ _____

INVOICE NUMBER	QTY	ITEM DESCRIPTION	UNIT COST

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PBPPOR-0201

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Suite 210
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Finance Department
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Pembroke Park, FL 33023
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Brian Pesis | Manager | Management Consulting

Plante Moran, 27400 Northwestern Highway, Southfield, MI 48034

Direct Dial: 248.223.3785 | Mobile: 248.802.4964 | Fax: 248.327.8707

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<Town of Pembroke Park - Plante Moran September 2018 Invoice (1579257).pdf>

AGENDA ITEM REPORT



To: Commission
Subject: Requesting Commission Approval for electrical work done in the Town
Meeting: DRAFT - AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

RECOMMENDATION:

Approve payments to Town Contractor

**Town of Pembroke Park
Imperial Electric - Work Orders**

Request	Work	Invoice	Work	Order #	Number	Invoice
	Date					Amount
Aug-19	Jan-20	6/18/2020	20-Dec-19	20244	\$	1,467.52
Sep-19	Sep-19	6/18/2020	19-03	20249	\$	2,563.00
Oct-19	Oct-19	6/18/2020	19-06	20246	\$	320.00
Nov-19	Dec-19	6/18/2020	20-01	20245	\$	1,973.88
Dec-19	Dec-19	6/18/2020	20-02	20251	\$	350.00
Jan-20	Jan-20	6/18/2020	20-07	20247	\$	2,450.87
Jan-20	Jan-20	6/18/2020	20-05	20250	\$	905.60
Jan-20	Jan-20	6/18/2020	20-06	20252	\$	740.80
Feb-20	Apr-20	6/18/2020	20-09	20240	\$	1,386.80
Feb-20	Feb-20	6/18/2020	20-Feb-20	20243	\$	1,453.50
Apr-20	Apr-20	6/18/2020	20-Apr2-20	20242	\$	836.35
May-20	May-20	6/18/2020	20-10	20241	\$	2,431.07
Jun-20	Jun-20	6/18/2020	19-01	20248	\$	2,945.72
						<u>\$ 19,825.11</u>

Blanket PO of \$10,000 was approved by Commission on March 12, 2020

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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

DATE 6/18/2020

INVOICE 20249

JOB NO. WO#19-03

CONTRACT NO.

TERMS

Hallandale Beach Blvd
Trouble shoot breaker tripping for street lighting

HRS	DATE	EQUIPMENT	RATE
4	9/25/2019	65' Aerial	\$ 60.00
4	9/25/2019	Journeyman	\$ 40.00
6	9/26/2019	Journeyman	\$ 40.00
12	9/27/2019	Journeyman	\$ 40.00
16	10/2/2019	Journeyman	\$ 40.00
		Journeyman	\$ 40.00

\$ 240.00
 \$ 160.00
 \$ 240.00
 \$ 480.00
 \$ 640.00
 \$ -
 \$ -
 \$ 1,760.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
800	#6 wire	\$ 0.48
9	WP splices	\$ 32.00
	#4 wire	\$ 0.70
1	Stel hand hole cover	\$ 58.00

\$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 384.00
 \$ 288.00
 \$ -
 \$ 58.00
 \$ -
 \$ -
 \$ 730.00
 \$ 73.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 2,563.00

Invoice 20249
Town Of Pembroke Park

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc.

WO# 19-03

Date: Fri 09/20/2019

Department: Public Services

Person Making Request: Myriam

Priority: 1 2 3

Work Location: West Hallandale Beach Blvd, Between 52 & 48 Avenues

Work Being Requested: Troubleshoot and restore power to electric light poles

also verify that there is power upstream of 48th Ave and downstream of 52nd Ave

Job Description:

Work Done By:

Date Job Started:

4 hrs 9-25-19 Trouble shoot wire short

6 hrs 9-26-19 Found Ground Box Crashed

17 hrs 9-27-19 Remove old wire

16 hrs 10-2-19 Install new wire

Special Comments: Contact Nick Tisi at 954-931-7915

Materials Used:

Quantity	Part Description:
800	Ft # 6 wire
9	Gel Pack's
1	Steel Cover for Hand Hole

Date Completed

10-2-19

IMPERIAL ELECTRICAL INC.

TERMS

City Hall
Replace flourescent fixtures with LED
Fixtures by owner

\$	320.00
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	320.00

MATERIAL

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

MATERIAL MARK-UP 15%

\$ 320.00

PROPOSAL

20246

WO# 19-06

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	Town of pembroke Park	Name	Town Hall
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
Date			

We hereby propose to furnish the following materials and perform the labor necessary for the completion of

Replace 8 existing 2x4 flouresent fixture with LED

PRICE INCLUDES:

Labor	8 hrs	Journeyman	40 per hr	\$	320.00
New fixture whips and connections					

DOES NOT INCLUDE

FPL or Bell South charges

New fixtures

Overtime wages

Disposal

Material	\$	-
Material Mark up 10%	\$	-

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of

TOTAL QUOTE \$ 320.00

Quote is estimate

Exact hours and material will be billed

Respectfully submitted

IMPERIAL ELECTRICAL INC

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

Town Of Pembroke Park 20246

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc. WO# 19-06

Date: Thu 10/10/2019 Department: Public Services

Person Making Request: Myriam Priority: 1 **2** 3

Work Location: 3150 SW 52nd Avenue

Work Being Requested: Replace 8 existing 2x4 fluorescent fixtures with LED

Install new fixture whips and connections for the LED fixtures

Job Description:

Work Done By: _____ Date Job Started: _____

July 10-17-19 7hrs

July 10-18-19 1hr Disposal C+5

Special Comments: Contact Nick Tisi at 954-931-7915 or
Myriam Jacques at 954-275-2350

Materials Used:

Quantity	Part Description:

Date Completed _____

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20245

JOB NO. *WO# 20-01*

CONTRACT NO.

TERMS

TO:

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

City Hall
Install receptacles as per Work Order

HRS	DATE	EQUIPMENT	RATE
8	12/12/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/13/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/16/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/17/2019	Journeyman	\$ 40.00

\$ 320.00
\$ -
\$ 320.00
\$ -
\$ 320.00
\$ -
\$ 320.00
\$ 1,280.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
150	MC Cable	\$ 0.70
8	Electrical box with fittings	\$ 7.60
	2 pole 60 amp breaker	\$ 136.00
10	TVSS Receptacles	\$ 46.50

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 105.00
\$ 60.80
\$ -
\$ 465.00
\$ 630.80
\$ 63.08

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 1,973.88

Town Of Pembroke Park

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc. WO# 20-01

Date: Fri 11/22/2019 Department: Public Services

Person Making Request: Myriam Priority: 1 2 3

Work Location: Town of Pembroke Park Town Hall Building

Work Being Requested: Furnish & Install Duplex and Quadruplex Receptacles
F & I four (4) duplex receptacles on 2nd floor offices (rooms 209 & 212); and two (2) duplex receptacles on 1st floor for cameras in Commission Chambers; and F&I one (1) quadruplex receptacle on 2nd floor, room 210. Duplex receptacles shall be equal to Leviton 7380-W, and quadruplex receptacles shall be equal to Leviton 5490-IGI

Job Description:

Work Done By:

Date Job Started:

John F
8hrs 12-12-19

8hrs 12-13-19

8hrs 12-16-19

8hrs 12-17-19

10 Rec Total

Special Comments: Contact Nick Tisi at 954-931-7915; Myriam (954) 275-2350

Materials Used:

Quantity	Part Description:
<u>150</u>	<u>wc cable</u>
<u>10</u>	<u>Twiss Surges</u>
<u>8</u>	<u>Boxes & Fitting</u>

Date Completed

IMPERIAL ELECTRICAL INC.

DATE 6/18/2020

JOB NO. W04 20-02

TERMS

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

HRS	DATE	EQUIPMENT	RATE
3.5	12/20/2019	65' Aerial	\$ 60.00
3.5	12/20/2019	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

\$	210.00
\$	140.00
\$	-
\$	-
\$	-
\$	-
\$	-
\$	350.00

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

[illegible]

\$ 350.00

Town Of Pembroke Park

20251

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc.

WO# 20-02

Date: Tue 12/03/2019

Department: Public Services

Person Making Request: Myriam

Priority:

2

Work Location: SW 30th Avenue in front of Scarlett's Cabaret

Work Being Requested: Remove existing burnt bulb & replace with LED bulb.

Identify burnt bulb on decorative pole in front of Scarlett's Cabaret & replace it with Town-furnished LED bulb.

Job Description:

Work Done By:

Professor / JR

Date Job Started:

12-20-2019

Replaced Lamp

material By owner

Special Comments:

Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20247

JOB NO.

CONTRACT NO.

TERMS

TO:

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

**Hallandale Beach Blvd
Repair Street Lighting Between 3140 and I95**

HRS	DATE	EQUIPMENT	RATE
6	1/28/2020	65' Aerial	\$ 60.00
6	1/28/2020	Journeyman	\$ 40.00
8	1/30/2020	65' Aerial	\$ 60.00
8	1/30/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Helper	\$ 18.00

LABOR TOTAL

\$ 360.00
\$ 240.00
\$ 480.00
\$ 320.00
\$ -
\$ -
\$ -
\$ 1,400.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
6	400 W HPS Ballast	\$ 108.00
10	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
6	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WVP splices	\$ 32.00
	#4 wire	\$ 0.70

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ 648.00
\$ 260.00
\$ -
\$ 47.34
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 955.34
\$ 95.53

TOTAL DUE

\$ 2,450.87

Town Of Pembroke Park

20247

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-07

Date: Tue 01/28/2020

Department: Public Services

Person Making Request: Myriam

Priority:

2

Work Location: West Hallandale Beach Blvd, Between 3140 Avenue & I-95

Work Being Requested: **Troubleshoot and Restore Power to Electric Light Poles**

Troubleshoot & restore power to all non-operational electric poles on south
side of West Hallandale Beach Blvd in **Pembroke Park**.

Job Description:

Work Done By:

Professor John

Date Job Started:

1-28-2020

6 hrs 1-28-20

8 hrs 1-30-20

Special Comments:

Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:
10	400 watt Lamp
6	400 watt Ballast
6	KTH Fuses

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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

DATE 6/18/2020

INVOICE 20250

JOB NO. WR #20-05

CONTRACT NO.

TERMS

Hallandale Beach Blvd
Trouble shoot breaker tripping for street lighting

HRS	DATE	EQUIPMENT	RATE
8	1/10/2020	65' Aerial	\$ 60.00
8	1/10/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

\$ 480.00
 \$ 320.00
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -

LABOR TOTAL

\$ 800.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
3	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

\$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 96.00
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 96.00
 \$ 9.60

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 905.60

Town Of Pembroke Park

20250

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electrical, Inc.

WR# 20-05

Date: Fri 01/10/2020

Department: Public Services

Person Making Request: Myriam

Priority:

2

Work Location: West Hallandale Beach Blvd, Between 48th Avenue & I-95

Work Being Requested: Troubleshoot and Restore Power to Electric Light Poles

Troubleshoot & restore power to all non-operational electric poles on south side of West Hallandale Beach Blvd in Pembroke Park.

Job Description:

Work Done By:

Date Job Started:

1-10-20 Trouble shoot
Repaired splices underground

Special Comments: Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:
3	w/ splices

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

TO:

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

DATE 6/18/2020

INVOICE 20252

JOB NO. WR #20-06

CONTRACT NO

TERMS

**Hallandale Beach Blvd
Trouble sRepair Street Lighting from 56th to I95
Found short in ground box**

HRS	DATE	EQUIPMENT	RATE
6	1/14/2020	65' Aerial	\$ 60.00
6	1/14/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

\$ 360.00
\$ 240.00
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 600.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
4	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 128.00
\$ -
\$ -
\$ -
\$ 128.00
\$ 12.80

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 740.80

Town Of Pembroke Park

20252

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-06

Date: Tue 01/14/2020

Department: Public Services

Person Making Request: Myriam

Priority: **2**

Work Location: West Hallandale Beach Blvd South Side From 56th Avenue to I-95

Work Being Requested: **Repair/Replace Light Bulbs/Ballasts on Electric Light Poles**

Troubleshoot & repair all non-operational electric light poles on south side of West Hallandale Beach Blvd within the Town of Pembroke Park.

Job Description:

Work Done By:

Michael/John

Date Job Started:

1-14-20 Trouble shoot in water + Repair

Special Comments:

Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:
4	wf splines

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

TO:

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

DATE 6/18/2020

INVOICE 20240

JOB NO. WR #20-09

CONTRACT NO.

TERMS

Oglesby Park
Rewire hot water heater

HRS	DATE	EQUIPMENT	RATE
8	4/20/2020	Journeyman	\$ 40.00
8	4/20/2020	Helper	\$ 20.00
8	4/27/2020	Journeyman	\$ 40.00
8	4/27/2020	Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00

LABOR TOTAL

\$ 320.00
\$ 160.00
\$ 320.00
\$ 160.00
\$ -
\$ -
\$ -

\$ 960.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
70	1" conduit and wire	\$ 3.60
1	2 pole 60 amp breaker	\$ 136.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 252.00
\$ 136.00
\$ -
\$ 388.00
\$ 38.80

TOTAL DUE

\$ 1,386.80

Town Of Pembroke Park

20240

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electrical, Inc.

WR# 20-09

Date: Thu 02/13/2020

Department: Public Services

Person Making Request: Myriam

Priority: 1

Work Location: Raymond P Oglesby Preserve Park - 3150 SW 52nd Ave

Work Being Requested: Re-wire Hot Water Heater Inside Park Building

Re-wire hot water heater inside park building in accordance with NEC standards

Job Description:

Work Done By: Jordan

Date Job Started: 4-20-20

8hrs 4-20-20

8hrs 4-27-20

Special Comments: Contact Chris Mckine at (954) 275-8678; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:
20'	1" Conduit & wire
1	2 pole 60amp Breaker

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

TO:

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

DATE 6/18/2020

INVOICE 20243

JOB NO. WR # 20Feb20

CONTRACT NO.

TERMS

Oglesby Park
 Relocate conduit in footer for new playground

HRS	DATE	EQUIPMENT	RATE
3	2/10/2020	Journeyman	\$ 40.00
3	2/10/2020	Helper	\$ 20.00
8	2/25/2020	Journeyman	\$ 40.00
8	2/25/2020	Helper	\$ 20.00
8	2/26/2020	Journeyman	\$ 40.00
8	2/26/2020	Helper	\$ 20.00

\$ 120.00
 \$ 60.00
 \$ 320.00
 \$ 160.00
 \$ 320.00
 \$ 160.00
 \$ -

LABOR TOTAL

\$ 1,140.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
1500	#10 wire	\$ 0.19
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

\$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 285.00
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -

MATERIAL TOTAL

\$ 285.00

MATERIAL MARK-UP 10%

\$ 28.50

TOTAL DUE

\$ 1,453.50

Town Of Pembroke Park

20243

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Feb20

Date: Mon 02/10/2020

Department: Public Services

Person Making Request: Myriam

Priority:

1

Work Location: Oglesby Park

Work Being Requested: **Relocate Conduit in Footer for New Playground**

Relocate conduit in conflict with playground footer

Job Description:

Work Done By:

Date Job Started:

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed

Town Of Pembroke Park

On
2021/3

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Feb20

Date: Wed 08/12/2020 Department: Public Services

Person Making Request: Myriam

Priority: 1

Work Location: Oglesby Park

Work Being Requested: **Relocate Conduit in Footer for New Playground**

Relocate conduit in conflict with playground footer

Job Description:

Work Done By: _____ Date Job Started: _____

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed _____

IMPERIAL ELECTRICAL INC.

TERMS

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

HRS	DATE	EQUIPMENT	RATE
16	4/2/2020	Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00

\$	640.00
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	640.00

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
255	#3 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	
\$	178.50
\$	
\$	
\$	
\$	178.50
\$	17.85

\$ 836.35

Town Of Pembroke Park

20242

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Apr2-20

Date: Thu 04/02/2020

Department: Public Services

Person Making Request: Myriam

Priority:

1

Work Location: Oglesby Park

Work Being Requested: **Repair and Replace Wires Damaged by Playground**

Replace feeder wires damaged by contractor during excavation for playground construction

Job Description:

Work Done By: _____

Date Job Started: _____

Created
work
request
08/12/20
Myriam

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed _____

Town Of Pembroke Park

20242

02

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Apr2-20

Date: Wed 08/12/2020

Department: Public Services

Person Making Request: Myriam

Priority:

1

Work Location: Oglesby Park

Work Being Requested: **Repair and Replace Wires Damaged by Playground**

Replace feeder wires damaged by contractor during excavation for playground construction

Job Description:

Work Done By:

Date Job Started:

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20241

JOB NO. WR# 20-10

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023Hallandale Beach Blvd
Trouble Shoot Street Light

HRS	DATE	EQUIPMENT	RATE
8	5/29/2020	65' Aerial	\$ 60.00
8	5/29/2020	Journeyman	\$ 40.00
6	5/30/2020	65' Aerial	\$ 60.00
6	5/30/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Helper	\$ 18.00

LABOR TOTAL

\$ 480.00
\$ 320.00
\$ 360.00
\$ 240.00
\$ -
\$ -
\$ -
\$ 1,400.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
5	400 W HPS Ballast	\$ 108.00
11	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
6	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
2	WVP splices	\$ 32.00
	#4 wire	\$ 0.70

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ 540.00
\$ 286.00
\$ -
\$ 47.34
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 64.00
\$ -
\$ -
\$ -
\$ 937.34
\$ 93.73

TOTAL DUE

\$ 2,431.07

Invoice # 20241
Town Of Pembroke Park

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.** WR# 20-10

Date: Tue 05/19/2020 Department: Public Services

Person Making Request: Myriam Priority: **2**

Work Location: Raymond P Oglesby Preserve Park - 3150 SW 52nd Ave

Work Being Requested: 1

Perform field inspection of all street light poles on south side of West Hallandale Beach Blvd in Pembroke Park. Restore power to all non-operational electric poles, if found any.

Job Description:

Work Done By: Michael / John

Date Job Started: _____

8 hrs 5-29-20

6 hrs 6-30-20

Special Comments: **Contact Gary Nereus at (954) 275-8906; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
11	400w Lamps
5	400w Ballast
60	Fuses
2	WP Splices

Date Completed _____

INVOICE**IMPERIAL ELECTRICAL INC.**

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20248

JOB NO. *WR-19-01*

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023Hallandale Beach Blvd
Repair Street Lighting as per work order

HRS	DATE	EQUIPMENT	RATE
6	6/7/2019	65' Aerial	\$ 60.00
6	6/7/2019	Journeyman	\$ 40.00
8	6/20/2019	65' Aerial	\$ 60.00
8	6/20/2019	Journeyman	\$ 40.00
4	6/21/2019	65' Aerial	\$ 60.00
4	6/21/2019	Journeyman	\$ 40.00

\$ 360.00
\$ 240.00
\$ 480.00
\$ 320.00
\$ 240.00
\$ 160.00
\$ -
\$ 1,800.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
6	400 W HPS Ballast	\$ 108.00
9	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
4	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
4	WP splices	\$ 32.00
	#4 wire	\$ 0.70

\$ 648.00
\$ 234.00
\$ -
\$ 31.56
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 128.00
\$ -
\$ -
\$ -
\$ -

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ 1,041.56
\$ 104.16

TOTAL DUE**\$ 2,945.72**

Invoice 20748
Town Of Pembroke Park

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc.

WR 19-01

Date: Wed 06/05/2019

Department:

Public Services

Person Making Request:

Myriam Jacques

Priority: 1 2 3

Work Location:

WHBB between SW 52nd Ave and 48th Ave; and WHBB between 40th Ave and Frank's restaurant

Work Being Requested:

troubleshoot and repair all non-operating street lights

Job Description:

Work Done By:

John/Michael

Date Job Started:

6hrs 6-7-19 Trouble shoot short in CKT
8hrs 6-20-19 Repair Lts and
4hrs 6-21-19 Replace Pole & repair Lts

Special Comments: Contact Nick Tisi at 954-931-7915

Materials Used:

Quantity	Part Description:
6	400 Barlast
9	400 Lamps
4	Fuses
4	w/ splices

Date Completed

Street Lights Not working

Page 1 of 2

From: Cynthia Garcia <cgarcia@townofpembrokepark.com>
To: Michael Terango Imperial Electrical Inc. <mterango@aol.com>
Cc: Stephanie Woodbury <swoodbury@townofpembrokepark.com>; Todd Larson <TLarson@townofpembrokepark.com>
Subject: Street Lights Not working
Date: Tue, Jun 18, 2019 2:54 pm

Good afternoon Mike.

We are having issues with the street lights all through 52nd ave and 48th Hallandale Beach Blvd. There are also 2 street lights with issues (maybe a change of light bulbs) on Hallandale Beach Blvd, east of 40th Ave, between Valero Gas Station & Franks Italian Restaurant.

Please let us know a date for scheduled completion of this matter.

Best Regards,

Cynthia Garcia

Administrative Assistant|Public Services Division

Town of Pembroke Park|www.townofpembrokepark.com

3150 S.W. 52nd Avenue|Pembroke Park, FL 33023

954-966-4600 | 954-966-9781 fax



/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding

https://mail.google.com/mail/u/0/?ui=2&as_hashtag=PembrokePark

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20244

JOB NO. *WR# 20-Dec19*

CONTRACT NO.

TERMS

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

Oglesby Park
Repair conduit and wire damaged by fence contractor

HRS	DATE	EQUIPMENT	RATE
4	12/31/2019	Journeyman	\$ 40.00
4	12/31/2019	Helper	\$ 20.00
8	1/6/2020	Journeyman	\$ 40.00
8	1/6/2020	Helper	\$ 20.00
8	1/7/2020	Journeyman	\$ 40.00
8	1/7/2020	Helper	\$ 20.00

\$ 160.00
\$ 80.00
\$ 320.00
\$ 160.00
\$ 320.00
\$ 160.00
\$ -
\$ 1,200.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
1000	#10 wire	\$ 0.19
14	WP splices	\$ 3.80
	#4 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 190.00
\$ 53.20
\$ -
\$ -
\$ -
\$ -
\$ 243.20
\$ 24.32

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 1,467.52

Town Of Pembroke Park

20244

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Dec19

Date: Wed 08/12/2020

Department: Public Services

Person Making Request: Myriam

Priority: **1**

Work Location: Oglesby Park Behind Circle of Honor Monument

Work Being Requested: **Repair Conduit and Wire Damaged by Fence**

Repair conduit and wire damaged by fence contractor

Job Description:

Work Done By:

Date Job Started:

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

MEMO

From: Myriam Jacques, Public Services Interim Director
To: Harry Taubenfeld, Finance Director
Date: August 14, 2020
Re: Imperial Electrical, Inc. Invoices
Emergency Work Requests

Find below a list of invoices that Imperial Electrical, Inc. (Imperial), the Town electrical service contractor, submitted for payment. Imperial's invoices are for work requested and performed between June 2019 and May 2020. There are four invoices over \$1,500 which are for street lighting and pole repairs and are considered emergency work to protect the health, safety, and welfare of the residents and road travelers. In accordance with the Town Procurement Manual, the work does not require Commission approval prior to execution.

Imperial was requested to submit its invoices via email on several occasions throughout the above mentioned period. They were not responsive, and submitted the invoices last June 2020. The Town finally received the requested invoices after revisions and corrections in July 2020. To avoid similar situation to happen again in the future, Imperial has been advised to submit its invoices in a timely manner, and no later than 45 days after completing a work request.

Town of Pembroke Park Work Requests and Imperial Electrical Invoices

#	Imperial Invoice No.	Town Work Request No.	Date Requested	Work Requested	Amount
1	20240	WR# 20-09	02/13/2020	Re-wire Hot Water Heater Inside Park Building	\$ 1,386.80
2	20241	WR# 20-10	05/19/2020	Emergency Repair. Re-wire Hot Water Heater Inside Park Building	\$ 2,431.07
3	20242	WR# 20-Apr2-20	04/02/2020	Repair and Replace Wires Damaged by Playground Contractor	\$ 836.35
4	20243	WR# 20-Feb-20	02/20/2020	Relocate Conduit in Footer for New Playground	\$ 1,453.50
5	20244	WR# 20-Dec19	12/19/2019	Repair Conduit and Wire Damaged by Fence Contractor	\$ 1,467.52
6	20245	WR# 19-04	09/24/2019	Furnish & Install (F&I) Duplex and Quadruplex Receptacles in the Chamber Room	\$ 1,465.88
6		WR# 20-01	11/22/2019	Furnish & Install (F&I) Duplex and Quadruplex Receptacles for the Server Equipment	\$ 508.88
7	20246	WO# 19-06	10/10/2019	Replace 8 existing 2x4 fluorescent fixtures with LED	\$ 320.00
8	20247	WR# 20-07	01/28/2020	Emergency Repair. West Hallandale Beach Blvd, Between 3140 Avenue & I-95	\$ 2,450.87
9	20248	WR# 19-01	06/05/2019	Emergency Repair. Troubleshoot and Repair All Non-Operating Street Lights	\$ 2,945.72
10	20249	WR# 19-03	09/20/2019	Emergency Repair. Troubleshoot and Restore Power to Electric Light Poles	\$ 2,563.00
11	20250	WR# 20-05	01/10/2020	Troubleshoot and Restore Power to Electric Light Poles	\$ 905.60
12	20251	WR# 20-02	12/03/2019	Remove Existing Burnt Bulb & Replace with LED Bulb.	\$ 350.00
13	20252	WR# 20-06	01/14/2020	West Hallandale Beach Blvd South Side From 56th Avenue to I-95	\$ 740.80
TOTAL					<u>\$ 19,825.11</u>

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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

WR19-01

DATE 6/18/2020

INVOICE 20248

JOB NO.

CONTRACT NO.

TERMS

**Hallandale Beach Blvd
Repair Street Lighting as per work order**

HRS	DATE	EQUIPMENT	RATE
6	6/7/2019	65' Aerial	\$ 60.00
6	6/7/2019	Journeyman	\$ 40.00
8	6/20/2019	65' Aerial	\$ 60.00
8	6/20/2019	Journeyman	\$ 40.00
4	6/21/2019	65' Aerial	\$ 60.00
4	6/21/2019	Journeyman	\$ 40.00

LABOR TOTAL

\$ 360.00
\$ 240.00
\$ 480.00
\$ 320.00
\$ 240.00
\$ 160.00
\$ -
\$ 1,800.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
6	400 W HPS Ballast	\$ 108.00
9	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
4	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
4	WP splices	\$ 32.00
	#4 wire	\$ 0.70

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ 648.00
\$ 234.00
\$ -
\$ 31.56
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 128.00
\$ -
\$ -
\$ -
\$ -
\$ 1,041.56
\$ 104.16

TOTAL DUE

\$ 2,945.72

Invoice 20748
Town Of Pembroke Park

20248

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc.

WR19-01

Date: Wed 06/05/2019

Department:

Public Services

Person Making Request:

Myriam Jacques

Priority: **1 2 3**

Work Location:

WHBB between SW 52nd Ave and 48th Ave; and WHBB between 40th Ave and Frank's restaurant

Work Being Requested:

troubleshoot and repair all non-operating street lights

Job Description:

Work Done By:

John/Michael

Date Job Started:

6hrs 6-7-19 Trouble shoot short in CKT
8hrs 6-20-19 Repair Lts and
4hrs 6-21-19 Replace Pole & Repair Lts

Special Comments: Contact Nick Tisi at 954-931-7915

Materials Used:

Quantity	Part Description:
<u>6</u>	<u>400 Barlast</u>
<u>9</u>	<u>400 Lamps</u>
<u>4</u>	<u>Fuses</u>
<u>4</u>	<u>w/ splices</u>

Date Completed

Street Lights Not working

Page 1 of 2

20248
WR19-01

From: Cynthia Garcia <cgarcia@townofpembrokepark.com>

To: Michael Terango Imperial Electrical Inc. <mterango@aol.com>

Cc: Stephanie Woodbury <swoodbury@townofpembrokepark.com>; Todd Larson <TLarson@townofpembrokepark.com>

Subject: Street Lights Not working

Date: Tue, Jun 18, 2019 2:54 pm

Good afternoon Mike,

We are having issues with the street lights all through 52nd ave and 48th Hallandale Beach Blvd. There are also 2 street lights with issues (maybe a change of light bulbs) on Hallandale Beach Blvd, east of 40th Ave, between Valero Gas Station & Franks Italian Restaurant.

Please let us know a date for scheduled completion of this matter.

Best Regards,

Cynthia Garcia

Administrative Assistant|Public Services Division

Town of Pembroke Park|www.townofpembrokepark.com

3150 S.W. 52nd Avenue|Pembroke Park, FL 33023

954-966-4600 | 954-966-9781 fax



/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding

<https://mail.col.com/mailbox.php?id=1234567890>

INVOICE**IMPERIAL ELECTRICAL INC.**

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20249

JOB NO.

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023**WR19-03**Hallandale Beach Blvd
Trouble shoot breaker tripping for street lighting

HRS	DATE	EQUIPMENT	RATE
4	9/25/2019	65' Aerial	\$ 60.00
4	9/25/2019	Journeyman	\$ 40.00
6	9/26/2019	Journeyman	\$ 40.00
12	9/27/2019	Journeyman	\$ 40.00
16	10/2/2019	Journeyman	\$ 40.00
		Journeyman	\$ 40.00

LABOR TOTAL

\$ 240.00
\$ 160.00
\$ 240.00
\$ 480.00
\$ 640.00
\$ -
\$ -
\$ 1,760.00**MATERIAL**

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
800	#6 wire	\$ 0.48
9	WP splices	\$ 32.00
	#4 wire	\$ 0.70
1	Stel hand hole cover	\$ 58.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 384.00
\$ 288.00
\$ -
\$ 58.00
\$ -
\$ -
\$ 730.00
\$ 73.00**TOTAL DUE****\$ 2,563.00**

Invoice 20249
Town Of Pembroke Park

20249

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc.

WO# 19-03

Date: Fri 09/20/2019

Department: Public Services

Person Making Request: Myriam

Priority: 1 2 3

Work Location: West Hallandale Beach Blvd, Between 52 & 48 Avenues

Work Being Requested: Troubleshoot and restore power to electric light poles

also verify that there is power upstream of 48th Ave and downstream of 52nd Ave

Job Description:

Work Done By: _____

Date Job Started: _____

4 hrs 9-25-19 Trouble showed wire short
6 hrs 9-26-19 Found Ground Box Crashed
17 hrs 9-27-19 Remove old wire
16 hrs 10-2-19 Install new wire

Special Comments: Contact Nick Tisi at 954-931-7915

Materials Used:

Quantity	Part Description:
800	Ft # 6 Wire
9	Gel Pack's
1	Steel Cover for Hand Hole

Date Completed

10-2-19

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969

WO# 19-04

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	Town of pembroke Park	Name	Town Hall
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
Date	10/30/2019		

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

Install 2 surge receptacles for TVs and 2 inline surges for existing cameras

PRICE INCLUDES:

Labor	16 hrs	Journeyman	40 per hr	\$	640.00
2 surge receptacles	7380-w				
2 inline surges	51120-3r				
wire, conduit and junction boxes					

DOES NOT INCLUDE

FPL or Bell South charges	Material	\$	750.00
New fixtures	Material Mark up 10%	\$	75.00
Overtime wages			
Disposal			

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$ 1,465.00

Quote is estimate

Exact hours and material will be billed

Respectfully submitted

IMPERIAL ELECTRICAL INC.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date _____ Signature _____

Town Of Pembroke Park

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc. WO# 19-04

Date: Tue 09/24/2019 Department: Public Services

Person Making Request: Myriam Priority: 1 **2** 3

Work Location: Town of Pembroke Park Town Hall Building

Work Being Requested: Furnish & install four (4) wall outlets
one (1) outlet in each office on 2nd floor; and two (2) outlets for the cameras in the
Commission Chambers. Add inline hardwire surge protector for the 2 camera outlets

Job Description:

Work Done By: _____ Date Job Started: _____

Special Comments: Contact Nick Tisi at 954-931-7915

Materials Used:

Quantity	Part Description:

Date Completed _____

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20246

JOB NO.

CONTRACT NO.

TERMS

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

WR19-06

City Hall
Replace flourescent fixtures with LED
Fixtures by owner

HRS	DATE	EQUIPMENT	RATE
8	10/18/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00

\$ 320.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 320.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	MC Cable	\$ 0.70
	Electrical box with fittings	\$ 7.60
	2 pole 60 amp breaker	\$ 136.00
	TVSS Receptacles	\$ 46.50

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

MATERIAL TOTAL

MATERIAL MARK-UP 15%

TOTAL DUE

\$ 320.00

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969

20246
WR19-06

(954)325-2133

FAX (954)938-0530

Submitted To		Project Location	
Name	Town of pembroke Park	Name	Town Hall
Street		Street	
City/State		City/State	
Tele Num.		Plans Date	
Date			

We hereby propose to furnish the following materials and perform the labor necessary for the completion of:

Replace 8 existing 2x4 flouresent fixture with LED

PRICE INCLUDES:

Labor	8 hrs	Journeyman	40 per hr	\$	320.00
New fixture whips and connections					

DOES NOT INCLUDE

FPL or Bell South charges
New fixtures
Overtime wages
Disposal

Material	\$	-
Material Mark up 10%	\$	-

All materials guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work completed in a substantial workmanlike manner for the sum of:

TOTAL QUOTE \$ 320.00

Quote is estimate

Exact hours and material will be billed

Respectfully submitted

IMPERIAL ELECTRICAL INC.

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, wind, storm and other necessary insurance upon above work.

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date

Signature

Town Of Pembroke Park

20246

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc. WO# 19-06

Date: Thu 10/10/2019 Department: Public Services

Person Making Request: Myriam Priority: 1 **2** 3

Work Location: 3150 SW 52nd Avenue

Work Being Requested: Replace 8 existing 2x4 fluorescent fixtures with LED

Install new fixture whips and connections for the LED fixtures

Job Description:

Work Done By: _____ Date Job Started: _____

July 10-17-19 7hrs

July 10-18-19 1hr Dispose CTS

Special Comments: Contact Nick Tisi at 954-931-7915 or
Myriam Jacques at 954-275-2350

Materials Used:

Quantity	Part Description:

Date Completed _____

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

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

WR20-01

DATE 6/18/2020

INVOICE 20245

JOB NO.

CONTRACT NO.

TERMS

City Hall
Install receptacles as per Work Order

HRS	DATE	EQUIPMENT	RATE
8	12/12/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/13/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/16/2019	Journeyman	\$ 40.00
		Helper	\$ 20.00
8	12/17/2019	Journeyman	\$ 40.00

\$ 320.00
 \$ -
 \$ 320.00
 \$ -
 \$ 320.00
 \$ -
 \$ 320.00
 \$ 1,280.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
150	MC Cable	\$ 0.70
8	Electrical box with fittings	\$ 7.60
	2 pole 60 amp breaker	\$ 136.00
10	TVSS Receptacles	\$ 46.50

\$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ -
 \$ 105.00
 \$ 60.80
 \$ -
 \$ 465.00
 \$ 630.80
 \$ 63.08

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 1,973.88

Town Of Pembroke Park

20245

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electric, Inc. WO# 20-01

Date: Fri 11/22/2019 Department: Public Services

Person Making Request: Myriam Priority: 1 2 3

Work Location: Town of Pembroke Park Town Hall Building

Work Being Requested: Furnish & Install Duplex and Quadruplex Receptacles
F & I four (4) duplex receptacles on 2nd floor offices (rooms 209 & 212); and two (2) duplex receptacles on 1st floor for cameras in Commission Chambers; and F&I one (1) quadruplex receptacle on 2nd floor, room 210. Duplex receptacles shall be equal to Leviton 7380-W, and quadruplex receptacles shall be equal to Leviton 5490-IGI

Job Description:

Work Done By:

Date Job Started:

8hrs 12-12-19

8hrs 12-13-19

8hrs 12-16-19

8hrs 12-17-19

10 Rec Total

Special Comments: Contact Nick Tisi at 954-931-7915; Myriam (954) 275-2350

Materials Used:

Quantity	Part Description:
<u>150</u>	<u>wc cable</u>
<u>10</u>	<u>TWSS Surges</u>
<u>8</u>	<u>Boxes & Fitting</u>

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20251

JOB NO.

CONTRACT NO.

TERMS

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

WR20-02

SW 30th Ave
Repair Street Lighting
lamps by owner

HRS	DATE	EQUIPMENT	RATE
3.5	12/20/2019	65' Aerial	\$ 60.00
3.5	12/20/2019	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

\$ 210.00

\$ 140.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 350.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -

\$ -

\$ -

TOTAL DUE

\$ 350.00

Town Of Pembroke Park

20251

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electric, Inc.**

WO# 20-02

Date: Tue 12/03/2019

Department: Public Services

Person Making Request: Myriam

Priority: 2

Work Location: SW 30th Avenue in front of Scarlett's Cabaret

Work Being Requested: **Remove existing burnt bulb & replace with LED bulb.**

Identify burnt bulb on decorative pole in front of Scarlett's Cabaret & replace it with Town-furnished LED bulb.

Job Description:

Work Done By: Proctor/Dr

Date Job Started: 12-20-2019

Replaced Lamp

material By owner

Special Comments: **Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20244

JOB NO.

CONTRACT NO.

TERMS

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

WR20-Dec 19

Oglesby Park
Repair conduit and wire damaged by fence contractor

HRS	DATE	EQUIPMENT	RATE
4	12/31/2019	Journeyman	\$ 40.00
4	12/31/2019	Helper	\$ 20.00
8	1/6/2020	Journeyman	\$ 40.00
8	1/6/2020	Helper	\$ 20.00
8	1/7/2020	Journeyman	\$ 40.00
8	1/7/2020	Helper	\$ 20.00

\$ 160.00
\$ 80.00
\$ 320.00
\$ 160.00
\$ 320.00
\$ 160.00
\$ -
\$ 1,200.00

LABOR TOTAL

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
1000	#10 wire	\$ 0.19
14	WP splices	\$ 3.80
	#4 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 190.00
\$ 53.20
\$ -
\$ -
\$ -
\$ 243.20
\$ 24.32

MATERIAL TOTAL

MATERIAL MARK-UP 10%

TOTAL DUE

\$ 1,467.52

Town Of Pembroke Park

20244

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Dec19

Date: Thu 12/19/2019

Department: Public Services

Person Making Request: Myriam

Priority:

2

Work Location: Oglesby Park Behind Circle of Honor Monument

Work Being Requested: **Repair Conduit and Wire Damaged by Fence Contractor**

Repair conduit and wire damaged by fence contractor

Job Description:

Work Done By:

Date Job Started:

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20250

JOB NO.

CONTRACT NO.

TERMS

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

WR20-05

Hallandale Beach Blvd
Trouble shoot breaker tripping for street lighting

HRS	DATE	EQUIPMENT	RATE
8	1/10/2020	65' Aerial	\$ 60.00
8	1/10/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

LABOR TOTAL

\$ 480.00
\$ 320.00
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 800.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
3	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 96.00
\$ -
\$ -
\$ -
\$ -
\$ 96.00
\$ 9.60

TOTAL DUE

\$ 905.60

Town Of Pembroke Park

20250

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-05

Date: Fri 01/10/2020

Department: Public Services

Person Making Request: Myriam

Priority: **2**

Work Location: West Hallandale Beach Blvd, Between 48th Avenue & I-95

Work Being Requested: **Troubleshoot and Restore Power to Electric Light Poles**

Troubleshoot & restore power to all non-operational electric poles on south side of West Hallandale Beach Blvd in **Pembroke Park**.

Job Description:

Work Done By: _____

Date Job Started: _____

1-10-20 Trouble shoot
Repaired splices underground

Special Comments: **Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
<u>3</u>	<u>w.p splices</u>

Date Completed _____

INVOICE**IMPERIAL ELECTRICAL INC.**

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20252

JOB NO.

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023**WR20-06**Hallandale Beach Blvd
Trouble sRepair Street Lighting from 56th to I95
Found short in ground box

HRS	DATE	EQUIPMENT	RATE
6	1/14/2020	65' Aerial	\$ 60.00
6	1/14/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Journeyman	\$ 40.00

LABOR TOTAL

\$ 360.00

\$ 240.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 600.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
4	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	Stel hand hole cover	\$ 58.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 128.00

\$ -

\$ -

\$ -

\$ -

\$ 128.00

\$ 12.80

TOTAL DUE**\$ 740.80**

Town Of Pembroke Park

20252

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-06

Date: Tue 01/14/2020

Department: Public Services

Person Making Request: Myriam

Priority: **2**

Work Location: West Hallandale Beach Blvd South Side From 56th Avenue to I-95

Work Being Requested: **Repair/Replace Light Bulbs/Ballasts on Electric Light Poles**

Troubleshoot & repair all non-operational electric light poles on south side of West Hallandale Beach Blvd within the Town of **Pembroke Park**.

Job Description:

Work Done By:

Michael / John

Date Job Started:

1-14-20 Trouble shoot in wires & Repair

Special Comments: **Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
4	wf splines

Date Completed

IMPERIAL ELECTRICAL INC.

DATE 6/18/2020

INVOICE 20247

JOB NO.

CONTRACT NO.

TERMS

TO:

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

WR20-07

HRS	DATE	EQUIPMENT	RATE
6	1/28/2020	65' Aerial	\$ 60.00
6	1/28/2020	Journeyman	\$ 40.00
8	1/30/2020	65' Aerial	\$ 60.00
8	1/30/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Helper	\$ 18.00

LABOR TOTAL

\$	360.00
\$	240.00
\$	480.00
\$	320.00
\$	-
\$	-
\$	-
\$	<u>1,400.00</u>

QTY	ITEM DESCRIPTION	EACH
6	400 W HPS Ballast	\$ 108.00
10	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
6	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	#4 wire	\$ 0.70

	MATERIAL TOTAL	
--	----------------	--

MATERIAL MARK-UP 10%

\$	648.00
\$	260.00
\$	-
\$	47.34
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	955.34
\$	95.53

TOTAL DUE

\$ 2,450.87

Town Of Pembroke Park

20247

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.** WR# 20-07

Date: Tue 01/28/2020 Department: Public Services

Person Making Request: Myriam Priority: 2

Work Location: West Hallandale Beach Blvd, Between 3140 Avenue & I-95

Work Being Requested: **Troubleshoot and Restore Power to Electric Light Poles**

Troubleshoot & restore power to all non-operational electric poles on south
side of West Hallandale Beach Blvd in **Pembroke Park**.

Job Description:

Work Done By:

Professor John

Date Job Started:

1-28-2020

6 hrs 1-28-20

8 hrs 1-30-20

Special Comments: **Contact Nick Tisi at 954-931-7915; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
10	400 watt Lamp
6	400 watt Ballast
6	Ktk Fuses

Date Completed

Town Of Pembroke Park

20240

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.** WR# 20-09

Date: Thu 02/13/2020 Department: Public Services

Person Making Request: Myriam Priority: 1

Work Location: Raymond P Oglesby Preserve Park - 3150 SW 52nd Ave

Work Being Requested: **Re-wire Hot Water Heater Inside Park Building**

Re-wire hot water heater inside park building in accordance with NEC standards

Job Description:

Work Done By:

Jordan

Date Job Started:

4-20-20

8hrs 4-20-20

8hrs 4-27-20

Special Comments: **Contact Chris Mckine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
<u>20'</u>	<u>1" Conduit & wire</u>
<u>1</u>	<u>2 pole 60amp Breaker</u>

Date Completed

INVOICE**IMPERIAL ELECTRICAL INC.**

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20240

JOB NO.

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Fl 33023**WR20-09**Oglesby Park
Rewire hot water heater

HRS	DATE	EQUIPMENT	RATE
8	4/20/2020	Journeyman	\$ 40.00
8	4/20/2020	Helper	\$ 20.00
8	4/27/2020	Journeyman	\$ 40.00
8	4/27/2020	Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00

LABOR TOTAL

\$ 320.00
\$ 160.00
\$ 320.00
\$ 160.00
\$ -
\$ -
\$ -
\$ 960.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
70	1" conduit and wire	\$ 3.60
1	2 pole 60 amp breaker	\$ 136.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 252.00
\$ 136.00
\$ -
\$ 388.00
\$ 38.80

TOTAL DUE**\$ 1,386.80**

INVOICE**IMPERIAL ELECTRICAL INC.**

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20243

JOB NO.

CONTRACT NO.

TERMS

TO:

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Fl 33023**WR20-Feb20**Oglesby Park
Relocate conduit in footer for new playground

HRS	DATE	EQUIPMENT	RATE
3	2/10/2020	Journeyman	\$ 40.00
3	2/10/2020	Helper	\$ 20.00
8	2/25/2020	Journeyman	\$ 40.00
8	2/25/2020	Helper	\$ 20.00
8	2/26/2020	Journeyman	\$ 40.00
8	2/26/2020	Helper	\$ 20.00

LABOR TOTAL

\$ 120.00
\$ 60.00
\$ 320.00
\$ 160.00
\$ 320.00
\$ 160.00
\$ -
\$ 1,140.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
1500	#10 wire	\$ 0.19
	WP splices	\$ 32.00
	#4 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 285.00
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 285.00
\$ 28.50

TOTAL DUE**\$ 1,453.50**

Town Of Pembroke Park

20243

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.**

WR# 20-Feb20

Date: Tue 02/05/2019

Department: Public Services

Person Making Request: Myriam

Priority:

2

Work Location: Oglesby Park

Work Being Requested: **Relocate Conduit in Footer for New Playground**

Relocate conduit in conflict with playground footer

Job Description:

Work Done By:

Date Job Started:

Special Comments: **Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:

Date Completed

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20242

JOB NO.

CONTRACT NO.

TERMS

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

WR20-Apr2-20

City Hall
Replace feeder wire damaged by contractor

HRS	DATE	EQUIPMENT	RATE
16	4/2/2020	Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00
		Journeyman	\$ 40.00
		Helper	\$ 20.00

LABOR TOTAL

\$ 640.00

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 640.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
	400 W HPS Ballast	\$ 108.00
	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
	WP splices	\$ 32.00
255	#3 wire	\$ 0.70
	1" conduit and wire	\$ 3.60
	2 pole 60 amp breaker	\$ 136.00

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

\$ 178.50

\$ -

\$ -

\$ -

\$ 178.50

\$ 17.85

TOTAL DUE

\$ 836.35

Town Of Pembroke Park

20242

CONTRACTOR WORK REQUEST

To: Mike Terango @ Imperial Electrical, Inc. WR# 20-Apr2-20

Date: Thu 04/02/2020 Department: Public Services

Person Making Request: Myriam Priority: 2

Work Location: Oglesby Park

Work Being Requested: **Repair and Replace Wires Damaged by Playground**

Replace feeder wires damaged by contractor during excavation for playground construction

Job Description:

Work Done By: _____ Date Job Started: _____

Special Comments: Contact Chris McKine at (954) 275-8678; Myriam at (954) 275-2350

Materials Used:

Quantity	Part Description:

Date Completed _____

INVOICE

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

DATE 6/18/2020

INVOICE 20241

JOB NO.

CONTRACT NO.

TERMS

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

WR20-10

Hallandale Beach Blvd
Trouble Shoot Street Light

HRS	DATE	EQUIPMENT	RATE
8	5/29/2020	65' Aerial	\$ 60.00
8	5/29/2020	Journeyman	\$ 40.00
6	5/30/2020	65' Aerial	\$ 60.00
6	5/30/2020	Journeyman	\$ 40.00
		Journeyman	\$ 40.00
		Helper	\$ 18.00

LABOR TOTAL

\$ 480.00
\$ 320.00
\$ 360.00
\$ 240.00
\$ -
\$ -
\$ -
\$ 1,400.00

MATERIAL

QTY	ITEM DESCRIPTION	EACH
5	400 W HPS Ballast	\$ 108.00
11	400 W HPS Lamp	\$ 26.00
	Capacitor	\$ 32.00
6	10 amp KTK fuses	\$ 7.89
	Light Socket	\$ 11.00
	Photo Cell	\$ 28.00
	250 W HPS Lamp	\$ 24.00
	250 W HPS	\$ 92.00
	#6 wire	\$ 0.48
2	WP splices	\$ 32.00
	#4 wire	\$ 0.70

MATERIAL TOTAL

MATERIAL MARK-UP 10%

\$ 540.00
\$ 286.00
\$ -
\$ 47.34
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 64.00
\$ -
\$ -
\$ -
\$ 937.34
\$ 93.73

TOTAL DUE

\$ 2,431.07

Invoice # 20241
Town Of Pembroke Park

20241

CONTRACTOR WORK REQUEST

To: **Mike Terango @ Imperial Electrical, Inc.** WR# 20-10

Date: Tue 05/19/2020 Department: Public Services

Person Making Request: Myriam Priority: 2

Work Location: Raymond P Oglesby Preserve Park - 3150 SW 52nd Ave

Work Being Requested:

Perform field inspection of all street light poles on south side of West Hallandale Beach Blvd in Pembroke Park. Restore power to all non-operational electric poles, if found any.

Job Description:

Work Done By: Michael Taha Date Job Started: _____

8 hrs 5-29-20

6 hrs 6-30-20

Special Comments: **Contact Gary Nereus at (954) 275-8906; Myriam at (954) 275-2350**

Materials Used:

Quantity	Part Description:
11	400w Lamps
5	400w Ballast
6	Fuses
2	WP Splices

Date Completed _____

**TOWN OF PEMBROKE PARK
HEALTH INSURANCE COMPENSATION ANALYSIS**

BLUE CROSS BLUE SHEILD				
BCBS Gold - Plan 14256				
Type	Rates	Gap	# Enrollees	Total Monthly Premiums
EE	\$ 760.12	\$ 59.01	15	\$ 12,286.95
ES	\$ 1,520.24	\$ 126.65	0	\$ -
ECH	\$ 1,406.22	\$ 103.42	0	\$ -
FAM	\$ 2,166.34	\$ 188.82	0	\$ -
			15	\$ 12,286.95
BCBS Bronze - Plan 18410				
Type	Rates	Gap	# Enrollees	Total Monthly Premiums
EE	\$ 541.86	\$ 98.48	6	\$ 3,842.04
ES	\$ 1,083.72	\$ 207.83	3	\$ 3,874.65
ECH	\$ 1,002.44	\$ 176.18	7	\$ 8,250.34
FAM	\$ 1,544.30	\$ 308.37	6	\$ 11,116.02
			22	\$ 27,083.05
TOTAL ESTIMATED MONTHLY INSURANCE COST				\$ 39,370.00
TOTAL ESTIMATED FSA CONTRIBUTION				\$ 17,600.00
TOTAL ESTIMATED ANNUAL COST				\$ 490,040.00
FISCAL 20/21 PROPOSED BUDGET				430,446.00
TOTAL COST TO TOWN IF TOWN COVERS FOR PLANS OTHER THAN SINGLE				
			70%	\$ 406,372.36
			75%	\$ 420,316.97
			80%	\$ 434,261.58
			85%	\$ 448,206.18
TOWN COVERS 100% OF SINGLE COVERAGE.				
EMPLOYEE MONTHLY PORTION				
%	Spouse	Child/(ren)	Family	
30%	\$ 387.47	\$ 353.59	\$ 555.80	
25%	\$ 322.89	\$ 294.66	\$ 463.17	
20%	\$ 258.31	\$ 235.72	\$ 370.53	
15%	\$ 193.73	\$ 176.79	\$ 277.90	

Town of Pembroke Park				
Effective Date:	10/1/2020			
Carrier Plan Name Network Metallic Level	<u>Renewal</u> <u>Florida Blue</u> 18410 BlueCare Bronze	<u>Renewal</u> <u>Florida Blue</u> 14256 BlueCare Gold	<u>Renewal</u> <u>Florida Blue</u> 14253 BlueCare Platinum	
IN-NETWORK BENEFITS				
FINANCIALS				
Deductible - (Individual / Family)	\$6,000 / \$12,000	\$1,000 / \$3,000	\$500 / \$1,500	
Deductible - (Embedded / Non-Embedded)	Embedded	Embedded	Embedded	
Coinsurance	50%	20%	20%	
Out of Pocket Maximum - (Individual / Family)	\$8,150 / \$16,300	\$4,000 / \$8,000	\$2,000 / \$6,000	
PREVENTATIVE CARE				
Routine Exams (Physical, Well Woman, Well Child)	\$0	\$0	\$0	
Routine Mammograms, Colonoscopies, etc.	\$0	\$0	\$0	
PHYSICIAN OFFICE VISITS				
PCP Office Visit (Convenient Care Clinics)	\$50	\$25	\$10	
Tele-Medicine	10	10	N/A	
Specialist Office Visit	\$100	\$45	\$25	
PRESCRIPTION BENEFITS				
Rx Deductible	Integrated w/ Med: L4	N/A	N/A	
Condition Care Rx	\$4 / 75	\$4 / 30	\$4 / 15	
Prescription Drugs	\$40 / 150 / 250 / DED	\$15 / 60 / 100 / 200	\$10 / 30 / 50 / 150	
Mail Order Drugs (Up to 90 Day Supply)	2X Retail	2X Retail	2X Retail	
DIAGNOSTIC / LAB				
Independent Clinical Lab	\$50	\$25	\$25	
Independent Diagnostic Services (other than AIS)	DED + Coins	\$100	\$35	
Independent Advanced Imaging Services (MRI, CAT Scan, etc.)	DED + Coins	\$250	\$75	
HOSPITALIZATION & OUTPATIENT SERVICES				
Ambulatory Surgical Center	Coinsurance	\$200	\$100	
Outpatient Hospital Facility Services	DED + Coins	\$350	\$150	
Inpatient Hospital Facility Services	DED + Coins	\$300 / Day (5 Days Max)	\$200 / Day (3 Day Max)	
Physician Services (ER / Hospital or ASC)	DED + Coins	\$100 / \$100	\$0	
Emergency Room	DED + Coins	\$300	\$100	
Urgent Care	\$105	\$50	\$30	
OUT-OF-NETWORK BENEFITS				
FINANCIALS				
Deductible - (Individual / Family)	N/A	N/A	N/A	
Coinsurance	N/A	N/A	N/A	
Out of Pocket Maximum - (Individual / Family)	N/A	N/A	N/A	
COVERAGE TIER				
	18410 BlueCare	14256 BlueCare	14253 BlueCare	

Disclaimer: Final Rates are based on Final Enrollment. In case of discrepancy, the benefits in the Benefit Summary Prevail. This is a high level overview of the plans.

HELPING WITH YOUR MEDICAL COSTS

TRANSCONNECT® WITH OUTPATIENT LAB RIDER FOR FLORIDA SUPPLEMENTAL MEDICAL EXPENSE INSURANCE

TransConnect for Florida, underwritten by Transamerica Life Insurance Company

Andrea was involved in a serious car accident. After the whirlwind of the ambulance ride, ER, surgery, and hospital stay, she's nervous about how much her major medical insurance will pay. It's a relief to remember that she signed up for *TransConnect* which can pay for out-of-pocket expenses like deductibles, co-insurance, and co-payments.

INPATIENT HOSPITAL BENEFITS

Your policy pays benefits for inpatient hospital stays, inpatient procedures, inpatient physician charges, and even routine nursery care for dependent children. Your employer determines your calendar year maximum benefit (multiplied by three for an insured family).

OUTPATIENT HOSPITAL BENEFITS WITH OUTPATIENT LAB RIDER

Your policy also pays benefits (separate from the inpatient hospital benefits) for:

- Radiological diagnostic testing performed in a hospital outpatient facility or a magnetic resonance imaging (MRI) facility
- Radiation therapy or chemotherapy authorized by a radiologist, chemotherapist, or an oncologist for outpatient cancer treatment
- Outpatient surgery performed in a hospital facility, free-standing surgery center, or physician's office
- MRIs, CT scans, PET scans, diagnostic ultrasounds, and electrocardiogram (EKG) tests performed in a physician's office (X-rays are not included)
- Cardiac catheterizations and stress tests
- Accident, injury, or emergency condition treatment in a hospital ER or urgent care center
- Laboratory tests performed on an outpatient basis in an independent laboratory (a lab that is independent of both an attending or consulting physician's office and of a hospital).

ACCIDENT-ONLY AMBULANCE BENEFIT

This benefit is payable when ambulance transportation (ground or air) is required to a hospital or emergency center for injuries sustained in an accident. Ambulance transportation must be within 72 hours of the accident and must be provided by a licensed professional ambulance company.

ELIGIBILITY

You must be actively employed qualifying as an eligible insured (defined by the employer) and have an employer's basic, major medical, or comprehensive medical plan.

MONTHLY PREMIUM

You

You and
your spouse

You and
your child(ren)

You, your
spouse and
your child(ren)



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TRANSAMERICA®

BlueCare
For Small Groups
Essential Health Benefit Plan 18410



Summary of Benefits for Covered Services

Amount Member Pays
In-Network Out-of-Network

Financial Features		
Deductible (DED¹) (PBP²) (DED is the amount the member is responsible for before Florida Blue HMO pays)	\$6,000 per person \$12,000 per family	Not covered
Coinsurance (Coinsurance is the percentage the member pays for services)	50% of the allowed amount	Not covered
Out-of-Pocket Maximum (PBP) (Out-of-Pocket Maximum includes DED, Coinsurance, Copayments and Prescription Drugs)	\$8,150 per person \$16,300 per family	Not covered
Office Services		
Physician Office Services ⁵ Value Choice Provider (available in select counties) Primary Care Physician Specialist	\$0 \$50 Copay \$100 Copay	Not covered Not covered Not covered
⁶Virtual Visits Family Physician	\$10 Copay	Not covered
Maternity (Cost Share for initial visit only) Primary Care Physician Specialist	\$50 Copay \$100 Copay	Not covered Not covered
Allergy Injections (per visit) Primary Care Physician Specialist	\$10 Copay \$10 Copay	Not covered Not covered
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$100 Copay	Not covered
Medical Pharmacy - Physician-Administered Medications (applies to Office Setting and Specialty Pharmacy Vendors) In-Network Monthly Out-of-Pocket (OOP) Maximum ³	\$200	
³In Office Health Care Professional Administered Medications Low: Standard:	10% 20%	Not covered Not covered
Physician-Administered Medications – These medications require the administration to be performed by a health care provider. The medications are ordered by a provider and administered in an office or outpatient setting. Physician-Administered medications are covered under the <i>medical</i> benefit. Please refer to the Physician-Administered medication list in the Medication Guide for a list of drugs covered under this benefit.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, and Immunizations	\$0	Not covered
Mammograms	\$0	Not covered
Colonoscopy (Routine for age 50+ then frequency schedule applies)	\$0	Not covered
Emergency Medical Care		
Urgent Care Centers	\$105 Copay	Not covered
Emergency Room Facility Services (per visit)	50% after Deductible	50% after In-Network Deductible
Ambulance Services	50% after Deductible	50% after In-Network Deductible

¹ DED = Deductible / ² PBP = Per Benefit Period

³ In-Network Medical Pharmacy will be paid at 100% for the remainder of the calendar month once OOP max is met. Preventive Medication and Condition Care Rx Lists are available in the Medication Guide. ⁵Value Choice Providers available in select counties.

⁶Virtual Visit Specialist cost share coming in 2020 / Office Service Specialist cost share will apply.

Preferred Pharmacy Network

When you use a pharmacy in the Preferred Pharmacy Network, such as Walgreens, Walmart, Publix, Winn-Dixie and FHCP you'll pay a lower cost share or copay for your prescriptions.

If you choose to fill a prescription outside the Preferred Pharmacy Network, you may pay higher out-of-pocket costs.

To find a preferred pharmacy, follow these steps:

- Log in to your member website.
- Click on Tools, then Find a Doctor & More.
- In the Search Within box, make a selection from the drop-down menu.
- Select Pharmacy from the drop-down menu in the Provider Type box.
- Preferred pharmacies feature an orange "preferred pharmacy" designation in the search returns. Use these pharmacies to get the lowest out-of-pocket costs.

Here is an example of how the Preferred Pharmacy Network will work.

CareChoices - BlueCare Rx

Tier 1		Tier 2		Tier 3		Tier 4		Tier 5		Tier 6		Tier 7	
Preventive Prescription Drugs and Supplies (USPSTF)		Condition Care Generic Prescription Drugs and Supplies		All Other Generic Prescription Drugs and Supplies		Condition Care Brand Name Prescription Drugs and Supplies		Preferred Brand Name Prescription Drugs and Supplies		Non-Preferred Brand Name Prescription Drugs and Supplies		Specialty Generic and Brand Name Prescription Drugs and Supplies	
Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy
\$0	\$10 (Generic) \$20 (Brand)	\$4	\$14	\$25	\$35	\$75	\$95	\$150	\$170	\$250	\$270	**\$350	**\$350
Preferred Pharmacy Network only applies to Retail and Extended Supply Network (cost shares are based on 30-day supply)													

*Home delivery is excluded from the Preferred Pharmacy Network

**Specialty Drugs are not included in the Preferred Pharmacy Network

***Pharmacy plan cost share examples are only for illustrative purposes only

BlueCare

For Small Groups
Essential Health Benefit Plan 18410

Benefit Maximums	
Home Health Care	30 Visits PBP
Inpatient Rehabilitation Therapy	30 Days PBP
Inpatient Habilitation Therapy	30 Days PBP
Outpatient Rehabilitation Therapy	35 Visits PBP
Outpatient Habilitation Therapy	35 Visits PBP
Spinal Manipulations	35 PBP (accumulates towards the Outpatient Rehabilitation Therapy maximum)
Skilled Nursing Facility	60 Days PBP

Preauthorization for select services: Members don't need a referral to see a participating specialist, however authorizations are required for certain services such as CT/MRI scans and select injectables, as well as other medical services like hospitalization, rehabilitation services, home health care, and select durable medical equipment. Ensure members know that **before an appointment** they should visit floridablue.com/Authorization or call the toll-free number on their member ID card to see if a prior authorization is required.

Additional Benefits and Features

- Encourage our members to call the care consultants team at 1-888-476-2227 to find out more about their benefits and/or treatment options. This can help them save time and money.
- Let our members know that there is online access to about everything on their health benefit plan as well as all of our self-service tools.
- Let our members know they can go to floridablue.com, click on **Find a Doctor** and follow the on-screen directions to easily find a doctor in the plan's network and they don't need a referral to see a participating provider.

This Benefit Summary is only a partial description of the many benefits and services provided or authorized by Florida Blue HMO. This does not constitute a contract. For a complete description of benefits and exclusions, please see the Florida Blue HMO BlueCare Benefit Booklet and Schedule of Benefits; its terms prevail.

BlueCare

For Small Groups

All Copay Health Benefit Plan 14256

Florida Blue 
HMO

Summary of Benefits for Covered Services	Amount Member Pays	
	In-Network	Out-of-Network
Financial Features		
Deductible (DED¹) (PBP²) (DED is the amount the member is responsible for before Florida Blue HMO pays)	\$1,000 per person \$3,000 per family	Not covered
Coinsurance (Coinsurance is the percentage the member pays for services)	20% of the allowed amount	Not covered
Out-of-Pocket Maximum (PBP) (Out-of-Pocket Maximum includes DED, Coinsurance, Copayments and Prescription Drugs)	\$4,000 per person \$8,000 per family	Not covered
Office Services		
Physician Office Services ⁵ Value Choice Provider (available in select counties) Primary Care Physician Specialist	\$0 Copay \$25 Copay \$45 Copay	Not covered Not covered Not covered
⁶Virtual Visits Family Physician	\$10 Copay	Not covered
Maternity (Cost Share for initial visit only) Primary Care Physician Specialist	\$25 Copay \$45 Copay	Not covered Not covered
Allergy Injections (per visit) Primary Care Physician Specialist	\$10 Copay \$10 Copay	Not covered Not covered
Advanced Imaging Services (AIS) (MRI, MRA, PET, CT, Nuclear Med.)	\$250 Copay	Not covered
Medical Pharmacy - Physician-Administered Medications (applies to Office Setting and Specialty Pharmacy Vendors) In-Network Monthly Out-of-Pocket (OOP) Maximum ³	\$200	
³ In Office Health Care Professional Administered Medications Low: Standard:	10% 20%	Not covered Not covered
Physician-Administered Medications – These medications require the administration to be performed by a health care provider. The medications are ordered by a provider and administered in an office or outpatient setting. Physician-Administered medications are covered under the <i>medical</i> benefit. Please refer to the Physician-Administered medication list in the Medication Guide for a list of drugs covered under this benefit.		
Preventive Care		
Routine Adult & Child Preventive Services, Wellness Services, and Immunizations	\$0	Not covered
Mammograms	\$0	Not covered
Colonoscopy (Routine for age 50+ then frequency schedule applies)	\$0	Not covered
Emergency Medical Care		
Urgent Care Centers	\$50 Copay	Not covered
Emergency Room Facility Services (per visit) (copayment waived if admitted)	\$300 Copay	\$300 Copay
Ambulance Services	20% after Deductible	20% after In-Network Deductible

¹ DED = Deductible / ² PBP = Per Benefit Period

³ In-Network Medical Pharmacy will be paid at 100% for the remainder of the calendar month once OOP max is met. Preventive Medication and Condition Care Rx Lists are available in the Medication Guide. ⁵Value Choice Providers available in select counties.

⁶Virtual Visit Specialist cost share coming in 2020 / Office Service Specialist cost share will apply.

Preferred Pharmacy Network

When you use a pharmacy in the Preferred Pharmacy Network, such as Walgreens, Walmart, Publix, Winn-Dixie and FHCP you'll pay a lower cost share or copay for your prescriptions.

If you choose to fill a prescription outside the Preferred Pharmacy Network, you may pay higher out-of-pocket costs.

To find a preferred pharmacy, follow these steps:

- Log in to your member website.
- Click on Tools, then Find a Doctor & More.
- In the Search Within box, make a selection from the drop-down menu.
- Select Pharmacy from the drop-down menu in the Provider Type box.
- Preferred pharmacies feature an orange "preferred pharmacy" designation in the search returns. Use these pharmacies to get the lowest out-of-pocket costs.

Here is an example of how the Preferred Pharmacy Network will work.

CareChoices - BlueCare Rx

Tier 1		Tier 2		Tier 3		Tier 4		Tier 5		Tier 6		Tier 7	
Preventive Prescription Drugs and Supplies (USPSTF)		Condition Care Generic Prescription Drugs and Supplies		All Other Generic Prescription Drugs and Supplies		Condition Care Brand Name Prescription Drugs and Supplies		Preferred Brand Name Prescription Drugs and Supplies		Non-Preferred Brand Name Prescription Drugs and Supplies		Specialty Generic and Brand Name Prescription Drugs and Supplies	
Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy	Preferred Pharmacy	Standard Pharmacy
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BlueCare
For Small Groups
All Copay Health Benefit Plan 14256

Summary of Benefits for Covered Services

Summary of Benefits for Covered Services		Amount Member Pays	
		In-Network	Out-of-Network
Pediatric Vision (under age 19 ⁴) (continued)			
Contact Lenses (Instead of eyeglasses) Includes contact lenses, evaluation, fitting and follow up care.	Pediatric Selection: \$0		Not Covered
	Non-Selection: Amount over standard \$150 allowance, minus a 15% discount (No discount at Sam's/Walmart)		
Note: Anything over the allowance will not go toward your out-of-pocket maximum.			
Pediatric Dental (under age 19 ⁴)			
Preventive, basic and major	\$0		Not Covered

⁴ Pediatric Dental and Vision Benefits end on the last day of the month of the member's 19th birthday.

Benefit Maximums	
Home Health Care	30 Visits PBP
Inpatient Rehabilitation Therapy	30 Days PBP
Inpatient Habilitation Therapy	30 Days PBP
Outpatient Rehabilitation Therapy	35 Visits PBP
Outpatient Habilitation Therapy	35 Visits PBP
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AGENDA ITEM REPORT



To: Commission
Subject: Building Department - Surplus Corrective Action Needed
Meeting: AGENDA WORKSHOP COMMISSION MEETING - Aug 26 2020
Department: Building
Staff Contact: Finance director, Finance & Budget Director



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-018

DATE: August 18, 2020
TO: Juan C. Jimenez, Town Manager
VIA: Harry Taubenfeld, Assistant Finance Director
FROM: Miguel A. Núñez, Building Official Miguel A. Nunez, CBO
RE: **BUILDING DEPARTMENT SURPLUS ANALYSIS.**

Digitally signed by Miguel A. Nunez, CBO
DN: cn=Miguel A. Nunez, CBO, o=Town of Pembroke
Park, ou=Building Department,
email=mnunez@townofpembrokepark.com, c=US
Date: 2020.08.19 14:29:06 -0400

At this time, I would like to present the Building Department analysis for the expected surplus on this FY 2020, and the proposed carry-out surplus in accordance with the attached, State Statutes (FS), 553.80.(7)(a).

Our analysis, consisted in the comparison of the last four (4) fiscal years where the Operational Budget, and the Actual Expenses, and later averaged for the above specified fiscal years, as follows:

Description	Fiscal Year				Total
	2019	2018	2017	2016	
Revenue	\$668,026	\$962,215	\$572,359	\$599,577	\$2,802,177
Expenses	\$438,946	\$462,326	\$453,510	\$553,226	\$1,908,008
Difference					\$894,169
4YR Operating Average					\$477,002
Surplus:		\$894,169 - \$477,002 =			\$417,167

Therefore, we recommend that from the above stated surplus and operating average, the following amounts be earmarked for the FY2021 for the following expected expenses:

Description	Cost/Expense	Total
Building Department Proposed Renovations	\$250,000	
Building Department Software and Equipment	\$75,000	
Building Department Unpaid Operational Expenses (Debt)	\$135,840	\$460,840

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-018.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-018.docx)

In conclusion. Is my opinion, that , by utilizing the above-mentioned funds for the proposed/associated items, we will be able to maintain compliance with the State Statutes, as noted above; and we will be able to maintain the current levels of permit fees, for the next Fiscal Year 2020/2021.

As always, if you have further questions, or comments; do not hesitate to contact me at your convenience.

Respectfully submitted.

CC: Marlen Martell, Town Clerk
File

Attachment: FS 553.80(7)(a)

[https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building official/topp-man/memos/2020/20-018.docx](https://tppfl-my.sharepoint.com/personal/mnunez_tppfl_gov/documents/building%20official/topp-man/memos/2020/20-018.docx)

Select Year: 2019

The 2019 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE, INVESTMENTS,
AND SOLICITATIONS

[Chapter 553](#)
BUILDING CONSTRUCTION
STANDARDS

[View Entire
Chapter](#)

553.80 Enforcement.—

(1) Except as provided in paragraphs (a)-(g), each local government and each legally constituted enforcement district with statutory authority shall regulate building construction and, where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities, unless such responsibility has been delegated to another unit of government pursuant to s. [553.79\(9\)](#).

(a) Construction regulations relating to correctional facilities under the jurisdiction of the Department of Corrections and the Department of Juvenile Justice are to be enforced exclusively by those departments.

(b) Construction regulations relating to elevator equipment under the jurisdiction of the Bureau of Elevators of the Department of Business and Professional Regulation shall be enforced exclusively by that department.

(c) In addition to the requirements of s. [553.79](#) and this section, facilities subject to the provisions of chapter 395 and parts II and VIII of chapter 400 shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395 and parts II and VIII of chapter 400 and the certification requirements of the Federal Government. Facilities subject to the provisions of part IV of chapter 400 may have facility plans reviewed and shall have construction surveyed by the state agency authorized to do so under the requirements of part IV of chapter 400 and the certification requirements of the Federal Government.

(d) Building plans approved under s. [553.77\(3\)](#) and state-approved manufactured buildings, including buildings manufactured and assembled offsite and not intended for habitation, such as lawn storage buildings and storage sheds, are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly, and construction at the site are subject to local permitting and inspections. Lawn storage buildings and storage sheds bearing the insignia of approval of the department are not subject to s. [553.842](#). Such buildings that do not exceed 400 square feet may be delivered and installed without need of a contractor's or specialty license.

(e) Construction regulations governing public schools, state universities, and Florida College System institutions shall be enforced as provided in subsection (6).

(f) The Florida Building Code as it pertains to toll collection facilities under the jurisdiction of the turnpike enterprise of the Department of Transportation shall be enforced exclusively by the turnpike enterprise.

(g) Construction regulations relating to secure mental health treatment facilities under the jurisdiction of the Department of Children and Families shall be enforced exclusively by the department in conjunction with the Agency for Health Care Administration's review authority under paragraph (c).

The governing bodies of local governments may provide a schedule of fees, as authorized by s. [125.56\(2\)](#) or s. [166.222](#) and this section, for the enforcement of the provisions of this part. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. The authority of state enforcing agencies to set fees for enforcement shall be derived from authority existing on July 1, 1998. However, nothing contained in this subsection shall operate to limit such agencies from adjusting their fee schedule in conformance with existing authority.

(2)(a) Any two or more counties or municipalities, or any combination thereof, may, in accordance with the provisions of chapter 163, governing interlocal agreements, form an enforcement district for the purpose of enforcing and administering the provisions of the Florida Building Code. Each district so formed shall be registered with the department on forms to be provided for that purpose. Nothing in this subsection shall be construed to supersede provisions of county charters which preempt municipal authorities respective to building codes.

(b) With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.

(c) With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent reinspection.

(3)(a) Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

(b)1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet or the square footage of the primary structure, whichever is less.

b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.

c. Building and inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

(4) When an enforcement district has been formed as provided herein, upon its registration with the department, it shall have the same authority and responsibility with respect to building codes as provided by this part for local governing bodies.

(5) State and regional agencies with special expertise in building code standards and licensing of contractors and design professionals shall provide support to local governments upon request.

(6) Notwithstanding any other law, state universities, Florida College System institutions, and public school districts shall be subject to enforcement of the Florida Building Code under this part.

(a)1. State universities, Florida College System institutions, or public school districts shall conduct plan review and construction inspections to enforce building code compliance for their building projects that are subject to the Florida Building Code. These entities must use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the plan reviews and inspections required by the code. Under these arrangements,

the entities are not subject to local government permitting requirements, plans review, and inspection fees. State universities, Florida College System institutions, and public school districts are liable and responsible for all of their buildings, structures, and facilities. This paragraph does not limit the authority of the county, municipality, or code enforcement district to ensure that buildings, structures, and facilities owned by these entities comply with the Florida Building Code or to limit the authority and responsibility of the fire official to conduct firesafety inspections under chapter 633.

2. In order to enforce building code compliance independent of a county or municipality, a state university, Florida College System institution, or public school district may create a board of adjustment and appeal to which a substantially affected party may appeal an interpretation of the Florida Building Code which relates to a specific project. The decisions of this board, or, in its absence, the decision of the building code administrator, may be reviewed under s. [553.775](#).

(b) If a state university, Florida College System institution, or public school district elects to use a local government's code enforcement offices:

1. Fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts may not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

2. Counties and municipalities shall expedite building construction permitting, building plans review, and inspections of projects of state universities, Florida College System institutions, and public schools that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

3. A party substantially affected by an interpretation of the Florida Building Code by the local government's code enforcement offices may appeal the interpretation to the local government's board of adjustment and appeal or to the commission under s. [553.775](#) if no local board exists. The decision of a local board is reviewable in accordance with s. [553.775](#).

(c) The Florida Building Commission and code enforcement jurisdictions shall consider balancing code criteria and enforcement to unique functions, where they occur, of research institutions by application of performance criteria in lieu of prescriptive criteria.

(d) School boards, Florida College System institution boards, and state universities may use annual facility maintenance permits to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. The amount expended for maintenance projects may not exceed \$200,000 per project. A facility maintenance permit is valid for 1 year. A detailed log of alterations and inspections must be maintained and annually submitted to the building official. The building official retains the right to make inspections at the facility site as he or she considers necessary. Code compliance must be provided upon notification by the building official. If a pattern of code violations is found, the building official may withhold the issuance of future annual facility maintenance permits.

This part may not be construed to authorize counties, municipalities, or code enforcement districts to conduct any permitting, plans review, or inspections not covered by the Florida Building Code. Any actions by counties or municipalities not in compliance with this part may be appealed to the Florida Building Commission. The commission, upon a determination that actions not in compliance with this part have delayed permitting or construction, may suspend the authority of a county, municipality, or code enforcement district to enforce the Florida Building Code on the buildings, structures, or facilities of a state university, Florida College System institution, or public school district and provide for code enforcement at the expense of the state university, Florida College System institution, or public school district.

(7)(a) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. [125.56\(2\)](#) or s. [166.222](#) and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual

costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government which established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees.

3. The following activities may not be funded with fees adopted for enforcing the Florida Building Code:

- a. Planning and zoning or other general government activities.
- b. Inspections of public buildings for a reduced fee or no fee.
- c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.
- d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure pursuant to chapter 489;
- b. Recording or filing a license issued pursuant to this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

(b) By December 31, 2020, the governing body of a local government that provides a schedule of fees shall create a building permit and inspection utilization report and post the report on its website. The information in the report shall be derived from relevant information available in the most recently completed financial audit. After December 31, 2020, the governing body of a local government that provides a schedule of fees shall update its building permit and inspection utilization report before making any adjustments to the fee schedule. The report shall include:

1. Direct and indirect costs incurred by the local government to enforce the Florida Building Code, including costs related to:

- a. Personnel services costs, including salary and related employee benefit costs incurred by the local government to enforce the Florida Building Code.
- b. Operating expenditures and expenses.

2. Permit and inspection utilization information, including:
 - a. Number of building permit applications submitted.
 - b. Number of building permits issued or approved.
 - c. Number of building inspections and reinspections requested.
 - d. Number of building inspections and reinspections conducted.
 - e. Number of building inspections conducted by a private provider.
 - f. Number of audits conducted by the local government of private provider building inspections.
 - g. Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections.
 - h. Other permissible activities for enforcing the Florida Building Code as described in subparagraph (a)1.
 3. Revenue information, including:
 - a. Revenue derived from fees pursuant to paragraph (a).
 - b. Revenue derived from fines pursuant to paragraph (a).
 - c. When applicable, investment earnings from the local government's investment of revenue derived from fees and fines pursuant to paragraph (a).
 - d. Balances carried forward by the local government pursuant to paragraph (a).
 - e. Balances refunded by the local government pursuant to paragraph (a).
 - f. Revenue derived from other sources, including local government general revenue.
- (c) The governing body of a local government that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the governing body, for identifying building permits for each unit or subunit assigned by the governing body to a particular tax parcel identification number.
- (8) The Department of Agriculture and Consumer Services is not subject to local government permitting requirements, plan review, or inspection fees for agricultural structures, such as equipment storage sheds and pole barns that are not used by the public.

History.—s. 11, ch. 74-167; s. 3, ch. 75-111; s. 5, ch. 77-365; s. 3, ch. 85-97; s. 805, ch. 97-103; ss. 50, 51, ch. 98-287; ss. 85, 86, ch. 2000-141; ss. 34, 35, ch. 2001-186; ss. 3, 4, ch. 2001-372; s. 87, ch. 2002-1; s. 27, ch. 2002-20; s. 12, ch. 2005-147; s. 64, ch. 2006-1; s. 15, ch. 2008-191; s. 37, ch. 2010-176; s. 127, ch. 2014-17; s. 276, ch. 2014-19; s. 23, ch. 2014-154; s. 21, ch. 2016-129; s. 10, ch. 2017-149; s. 7, ch. 2019-75; s. 3, ch. 2019-121.



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

Agenda Request

Meeting Date:	August 26, 2020
Subject:	
Initiated by:	☒ City Commission ☐ City Attorney ☐ City Manager / Staff
Prepared by:	Name & Title: Clerk Commission Jacobs
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	Town of Pembroke Park Charter
Fiscal Impact:	\$10,000.00 plus per year
Policy Question(s) for Commission Considerations:	Consider Charter Review Process to be included in the next municipal election as per Oel Wingo. In order to update inconsistencies in the Charter. In addition, review and update the Code of Ordinance.
Summary:	The Town of Pembroke Park is spending over \$10,000 per year to revise the Code of Ordinance. The cost to the Town consists of: advertising, staff time and salaries and cost of codification in order to corrected/update sections of the Ordinances.
Background:	The current Charter is extremely outdated and can only be changed by a vote from the residents. The Code of Ordinance can be changed by the Commission by majority at two public hearing meetings. Due to the arising issues of the Code of Ordinance it has become a regular adoption occurrence.
Discussion/Analysis:	Determine future actions.
Options:	
Advantages:	It will eliminate ambiguity and create a consistent document to follow.
Disadvantages:	There will continue to be interpretations of the Charter and Code of Ordinance.
Possible action:	
Advantages:	Bring the Town into compliance
Disadvantages:	According to the Oel Wingo study and the OIG report states the Town is lacking consistency in leadership, lack of policy and procedures, misconduct and gross mismanagement. If these issues are not addressed the Town will continue to endure non-compliance reports.
Staff Recommendations:	Create a Charter Review Committee to review the Charter and Code of Ordinance and bring recommendations to the Commission.
Additional Action Needed:	None

PART I - CHARTER

CHAPTER 59-1722

HOUSE BILL NO. 2477

AN ACT to abolish the present municipality of the Town of Pembroke, and to create, establish and organize a municipality to be known and designated as the Town of Pembroke Park, Broward County, Florida, to define its territorial boundaries, to provide for its government, jurisdiction, powers, franchises, immunities, privileges and means for exercising the same: Confirming its title to all city property and validating all taxes, assessments and levies heretofore made; and prescribing the general powers to be exercised by said city, and providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Footnotes:

--- (1) ---

Editor's note— Printed herein is the charter of the Town of Pembroke Park, Laws of Fla., Chapter 59-1722, as amended. The charter appears as originally adopted. The absence of a history or editor's note indicates the section is unchanged from the original Act. All amendments have been included as indicated in the history note immediately following the amended section. Style and capitalization have been made uniform. Sections superseded by state law and those sections which were converted to ordinances have been editorially deleted or transferred to the Code as indicated in the editor's note immediately following the section.

Sec. 1. - Abolishment of present municipality.

That the present municipal government existing under the name of the Town of Pembroke be and the same is hereby abolished.

Sec. 2. - Ordinances remain in effect.

All existing ordinances and resolutions of the present municipality of said Town of Pembroke regularly passed, promulgated and enrolled on the date of the passage of this Act shall remain in effect and unimpaired until repealed, amended or modified by the new municipality, which is hereby organized and created, provided such ordinances and resolutions be not inconsistent with the provisions of this Act.

Sec. 3. - Officers hold [respective offices] until successors qualify.

That all officers heretofore elected or appointed and holding office under the said municipality shall continue to hold their respective offices and to discharge the duties thereof and receive the emoluments thereof until their successors are elected and/or appointed and confirmed under the provisions of this Act.

Sec. 4. - Title to property reserved to new municipality.

That the title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the Town of Pembroke shall pass to, and be vested in the municipal corporation organized under this Act to succeed the municipality abolished.

Sec. 5. - Contracts remain binding.

That all valid and enforceable indebtedness, obligations and contracts of the said Town of Pembroke, including all bonds issued and outstanding, shall remain valid and enforceable, notwithstanding the passage of this Act, and such indebtedness, obligations and contracts shall be imposed upon and shall be binding upon the new municipality, which is hereby organized and created.

Sec. 6. - Establishment of new municipality.

The inhabitants of the Town of Pembroke Park, Florida, as its limits are hereinafter established shall be a body politic and corporate to be known and designated as the "Town of Pembroke Park" and as such shall have perpetual succession. Said Town shall have and use a common seal and may change the same at its pleasure; the municipality may sue and be sued, may plead and be impleaded in all courts and places, in all matters and proceedings, and may contract and be contracted with in regard to all matters and things.

Sec. 7. - Boundaries.

The territorial boundaries of said Town of Pembroke Park shall be as follows:

[The boundaries of the town are on file in the Town Clerk's office.]

(Laws of Fla., Ch. 63-1772, § 1; Laws of Fla., Ch. 67-1893, § 1; Laws of Fla., Ch. 67-1894, § 1; Laws of Fla., Ch. 70-878, § 1; Laws of Fla., Ch. 70-879)

Sec. 8. - Powers of the city.

The Town of Pembroke Park shall have the following powers:

6th. To acquire by grant, purchase, gift, devise, condemnation, exchange, or in any other manner similar and/or dissimilar, property, real or personal, or any estate or interest therein, within or without the municipality, and to improve, sell, lease, mortgage, pledge, exchange or otherwise dispose of the same or any part thereof or interest or estate therein.

8th. To hold, use, and enjoy any of said property, real or personal, whether within or without the territorial limits of the municipality, for parks, playgrounds, roads, golf courses, aviation fields, stadiums, art museums, cemeteries, gymnasiums, schools, court houses, fire and police stations, houses of detention and correction, hospitals, infirmaries, asylums, dispensaries, poor-houses, crematories, markets, lighting and power plants, water works, municipal buildings, works, quarries, edifices, libraries, swimming pools, auditoriums, aquariums, cultural and educational institutions and structures of every character.

13th. To purchase, hire, construct, own, maintain, operate or lease, local public utilities, including street railways, buses, boats, and aircraft, and all other kinds of transportation systems by land, air and water, electric light, telephone and telegraph systems, and works for supplying the municipality and its inhabitants with water, ice, gas for illuminating and heating purposes, and also all other manner of utilities; to sell the services of such utilities to consumers both within and without the limits of the Town of Pembroke Park.

15th. To acquire by the exercise of the right of eminent domain or in any lawful manner within or without the municipality in any county of the State, or without the State, such water, lands and lands under water as the municipality may deem necessary for the purposes of providing an adequate water supply for the municipality and/or piping or conducting the same; to lay all necessary mains; to erect and maintain all necessary dams, pumping stations and other works in connection therewith; to make reasonable rules and regulations for promoting the purity of its water supply and for protecting the same from pollution; and for this purpose to exercise full police powers and sanitary patrol over all lands comprised within the limits of the water-shed tributary to any such supply wherever such lands may be located in this state; to impose and enforce adequate penalties for violation of any such rules and regulations; and to prevent by injunction any pollution or threatened pollution of such water supply and any and all acts likely to impair the purity thereof; and for the purpose of acquiring lands or materials for any such use to exercise within the state all powers of eminent domain. For any of the purposes aforesaid the City

may acquire by condemnation, purchase or otherwise, any estate or interest in such lands or any of them, or any right or easement therein, or may acquire such lands or any of them in fee, reserving to the owner or owners thereof such rights or easements therein as may be prescribed in the ordinance providing for such condemnation or purchase. The said City may sell or supply to persons, firms, industries, or municipal corporation residing or located outside of the city limits, any surplus water it may have over and above the amount required to supply its own inhabitants.

19th. To collect and dispose of sewage, offal, ashes, garbage, carcasses of dead animals and other refuse, inside and outside the limits of the municipality, and to acquire and operate reduction, cremation, neutralization or other plants for the utilization of such materials, or for any of them, inside and outside the limits of the municipality; and to contract for and regulate the collection and disposal thereof.

20th. To compel the abatement and removal of all nuisances within the City or upon property owned by the City beyond its limits at the expense of the person or persons causing the same, or of the owner or occupant of the ground or premises whereon the same may be; to require all lands, lots and other premises within the City to be kept clean, sanitary and free from weeds, or to make them so at the expense of the owners or occupants thereof; to regulate or prevent slaughter houses, fat rendering plants, canning factories, or other noisome or offensive businesses within the City; to provide for inspecting and regulating the sanitary conditions of all dairies, butcher pens and slaughter houses within and without the city limits where the products of the same are sold within the city limits and to provide penalties for the violation of such regulations; to regulate or prohibit the keeping of animals, poultry or other fowl therein, or the exercise of any dangerous or unwholesome business, trade or employment therein; to regulate the transportation of all articles through the streets of the City; to compel the abatement of smoke and dust, to prevent unnecessary noise therein; to regulate the location of stables and the manner in which they shall be kept and constructed and generally define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City.

29th. To acquire by purchase, gift, devise, condemnation or otherwise, lands, either within or without the City, to be used, kept and improved as a place for the interment of the dead, and to make and enforce all necessary and/or reasonable rules and regulations for the protection and use thereof; and generally to regulate the burial and disposition of the dead.

41st. To license, control, tax and regulate traffic and sales upon the street, sidewalks and public places, within the City and the use of space in such places, and to regulate, suppress and prohibit

hawkers and peddlers and beggars upon such streets, sidewalks and public places; and to license, cause to be registered, control, tax, regulate or prohibit in designated streets, or parts of streets, carriages, omnibuses, motor buses, cars, wagons, drays, jitney buses and other vehicles; to license, tax, cause to be registered and control the drivers thereof; to fix the rate to be charged for the carriage of persons and property within the City and to the public works beyond the limits of said City; to make and promulgate regulations for traffic on the streets, or part of the streets during such hours as may be necessary or convenient; to provide for parking spaces on the streets and public places; to regulate or vacate or discontinue the use of such places; to require all vehicles for the carriage of persons for hire to execute a bond to be conditioned as required by ordinance for the protection of passengers and of the public and to make such bond inure to the benefits of persons or property which may be injured or damaged by the operation of such vehicle for hire; and to require such bond with such surety to be furnished by all vehicles for hire operating upon the streets of the City, whether such operation be wholly within the limits of the City, or between the Town of Pembroke Park and other cities and towns and places outside of the Town of Pembroke Park.

44th. To furnish police protection within one-half mile of the corporation limits, provided that this extension of power shall not extend into any other municipal corporation.

47th. To purchase, acquire, construct, improve, build, repair, lease, establish, maintain and operate fishing piers (within or without the limits of said City), golf courses, tennis courts, ball grounds and stadiums, gymnasiums, recreational centers and playgrounds.

52. To provide for the registration of electors qualified under this act, and the maintenance of record relating thereto.

52A. In addition to any other powers of municipalities as provided by general law, to construct, erect, maintain, operate and otherwise contribute to the support of street lights and recreational facilities and other related recreational programs to be located both inside the corporate limits and within five (5) miles from any boundary of the corporate limits. The city is authorized to provide by ordinance for the creation of a recreation advisory board which shall consist of not less than five (5) nor more than seven (7) members, which members may or may not be residents of the city; and to provide for their duties, terms, responsibilities, and appointment.

(Laws of Fla., Ch. 63-1771, § 1)

Editor's note— All powers except extraterritorial powers have been editorially deleted in recognition of the broad home rule powers granted to municipalities in Article VII, § 2 of the Florida

Constitution and F.S. Ch. 166. Extraterritorial powers were not deleted as they may only be amended by general or special law. They have not been renumbered.

Sec. 9. - Town Commission.

Election of Commissioners: The government of the Town of Pembroke Park shall be vested in a Commission consisting of five (5) members elected from five (5) separate geographic districts. For the purpose of representation upon and election of the Commissioners, the Town of Pembroke Park Commission shall, by ordinance, prior to December 1, 2002, apportion the Town in accordance with the Constitutions of the State of Florida and of the United States into five (5) consecutively numbered geographic districts. Thereafter, by subsequently enacted ordinances, the Town of Pembroke Park Commission shall adjust the boundary lines of said districts as may be required from time to time in order that the apportionment of the Town shall continue to be in accordance with the Constitution of the State of Florida and of the United States, but in any event not less frequently than within the first calendar year following each decennial census.

Any individual seeking election as a Commissioner shall file with the Town Clerk a written notice of candidacy stating the designated district to which the individual seeks to be elected. The individual must reside within the geographic boundaries of the district for which he or she is seeking election. All qualified voters of the Town may cast one vote for a candidate for election from each district. The individuals receiving the highest number of votes cast for each district shall be duly elected to the office of Commissioner. The term of office for Commissioner so elected shall be for four (4) years or until his or her successor shall be elected and qualified. Regular elections under this Charter shall be held on the first Tuesday following the first Monday in March, commencing with the year 2003, and every four (4) years thereafter.

The Commission shall be composed of a Mayor-Commissioner, Vice-Mayor Commissioner, Clerk-Commissioner, and two (2) other Commissioners. At the first regular meeting of the Commission following every election as herein provided, the Commission shall, by Resolution, appoint one of its members as and to be Mayor of said municipality and another of its members as and to be Vice-Mayor of said municipality, and another of its members as and to be Clerk-Commissioner of said municipality.

Qualifications of Commissioners: To be eligible to hold the office of Commissioner of the Town of Pembroke Park or to qualify as a candidate for Commissioner of the Town of Pembroke Park, a person shall be a permanent resident of the Town of Pembroke Park for more than one (1) year prior to the date of the election, a registered voter of Broward County, Florida, a citizen of the State

of Florida and of the United States of America, and shall be over the age of eighteen (18) years. Candidates for nomination to the office of Commissioner shall comply with all rules and regulations set out in the Charter as to their conduct. Any Commissioner who shall cease to possess the qualifications required herein shall forfeit his or her office.

Qualifications of Electors: Electors, in order to participate in municipal elections of the Town of Pembroke Park, shall be registered voters of Broward County, Florida, residing within the territorial limits of the Town of Pembroke Park.

(Laws of Fla., Ch. 70-877, §§ 1, 2; Ord. No. 87-2-2, § 2, 2-11-87; Ord. No. 88-8-3, §§ 5, 6, 8-10-88; Ord. No. 98-2-1, § 1, 11-3-98, effective 12-1-98; Ord. No. 02-05-02, § 1, 5-28-02, approved by electors 9-10-02)

Editor's note— Municipal election dates are established by Laws of Florida, Ch. 75-350, as amended by Chs. 76-336, 77-507 and 81-349. The registration and qualifications of electors is pursuant to F.S. §§ 166.032, 98.041, 98.091. Ord. No. 88-8-3, §§ 5, 6, adopted Aug. 10, 1988, and approved at referendum Nov. 8, 1988, amended qualifications of commissioners and electors to read as herein set out. Provisions of Sec. 9 pertaining to the date and time of commission meetings have been deleted pursuant to Ord. No. 87-2-2, § 2, adopted Feb. 11, 1987, enacted in accordance with F.S. § 166.021; and, the user's attention is directed to Part II, Code of Ordinances, § 2.42, et al.

Sec. 9A. - [Composition of Commission in the event of certain annexations.]

- (1) If any one (1) or more of the three (3) areas of unincorporated land adjacent to the Town of Pembroke Park, Broward County, generally referred to as "Carver Ranches and West Hollywood Hills," "Miami Gardens," and "Lake Forest" are annexed into and made a part of the Town of Pembroke Park either under the provisions of general law through a special law or laws, the composition of the Town Commission on the Town of Pembroke Park shall be as follows:
 - (a) A Mayor-Commissioner, who must be a registered voter of the Town of Pembroke Park and who must be elected from the Town at-large; and
 - (b) Four (4) Commissioners, each of whom must be a registered voter of the Town of Pembroke Park and each of whom, except as provided in subsection (2), must reside in, and be elected by the voters of, one of the following districts:
 1. District 1, comprising the area of the Town of Pembroke Park as it existed on March 1, 1986;
 2. District 2, comprising the area generally referred to as "Carver Ranches

and West Hollywood Hills";

3. District 3, comprising the area generally referred to as "Miami Gardens";
and

4. District 4, comprising the area generally referred to as "Lake Forest."

(2) If only one (1) or two (2) of the three (3) areas of unincorporated land are annexed to the Town of Pembroke Park, the Commissioner or Commissioners designated to be elected from the District or Districts for the area or areas not annexed to the Town must be elected from the Town at-large.

(3) This section applies beginning with the general election following the annexation of any of the three (3) areas of unincorporated land referred to in this act.

(Laws of Fla., Ch. 86-366, § 1)

Sec. 10. - [Oath of office.]

Each Commissioner, before entering upon the discharge of the duties of his or her office, shall take and subscribe the following oath before some judicial officer of the state, viz: "I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida against all enemies, domestic or foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully perform all of the duties of the office of Commissioner on which I am about to enter, so help me God."

State Law reference— Oath of office, F.S. § 876.05.

Sec. 11. - [Filling vacancy for unexpired term.]

In case of a vacancy in the Commission, the remaining Commissioners may fill such vacancy within sixty (60) days by resolution, until the next regular general election, by vote of a majority of the remaining members of the Commission. In the event the remaining Commissioners fail to fill the vacancy by appointment as aforesaid, upon application of any Commissioner ten (10) days' notice shall be given for the purpose of holding a special election to fill said vacancy for said unexpired term, in accordance with the terms of this Charter.

Sec. 12. - Appointing powers.

The City Commission shall have the power to designate or create such offices, departments or divisions, other than those provided herein as may be necessary for the administration of the affairs of the City; to provide the duties and powers of the officers and employees of such office, department or division; [to] provide for the appointment and fix the salary or compensation of such officers or employees.

Sec. 13. - Powers enumerated.

All powers of the City, except such as are vested in the Mayor and except as otherwise provided by this Charter or the Constitution of the State of Florida are hereby vested in the Commission. The Commission may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised. The Commission shall be the judge of the election and a qualification of its own members. The Commission may determine its own rule of procedure and may punish its own members for misconduct. A majority of the members of the Commission shall constitute a quorum.

MUNICIPAL ORGANIZATION AND OFFICERS

Sec. 14. - [Duties of officers.]

The Mayor-Commissioner, Vice-Mayor-Commissioner, Clerk-Commissioner and the two (2) other Commissioners shall each perform the duties of his or her office until his or her successor is duly elected and qualified. The Mayor shall have the same voice and vote as the other members of the Commission. In the absence or disability to act as the Mayor, the Vice-Mayor shall perform all the duties of the office, including the judicial functions herein enumerated; and in the absence or disability of both, then the members of the Commission shall designate one of its members to act as Mayor by resolution, and when so designated, such Commissioner shall serve as Mayor and perform the duties of the office, including its judicial functions.

Sec. 15. - [Creation of departments.]

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is

designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

State Law reference— Departments may be abolished by unanimous vote of the governing body, F.S. § 166.031(5).

Sec. 16. - [Additional compensation for Commissioners.]

Each of the Commissioners is authorized to hold any office or perform any duties or functions necessary for the government of the municipality, but he or she shall receive no additional compensation for such service except as to the Public Works Director. The Commissioners may in case of necessity appoint suitable persons to assist them in performing the duties of their respective departments, and the compensation of such persons shall be determined by the Commission.

Sec. 17. - Deleted.

(Laws of Fla., Ch. 70-880, § 1)

Editor's note— This section was converted to an ordinance by operation of F.S. § 166.021. It has been editorially deleted.

Sec. 18. - [Officer of treasurer; fiscal matters.]

The Commission shall designate some person as treasurer who shall receive all the public monies of the municipality, and who shall give bond equal to the largest amount thereof that may come into his or her hands at any time, such bond to be approved by the Commission and to be annually renewed and approved. The Clerk may act also as treasurer upon giving the bond required of the treasurer.

All public monies shall be deposited in the name of Pembroke Park, in a bank or banks in Broward County to be designated by the Commission and all public monies shall be disbursed only on check to be signed by the Mayor or in the absence or the disability of the Mayor by the Vice-Mayor and counter-signed by the Clerk Commissioner. Any person performing any duties in which he or she collects, receives or handles any public monies shall give bond to faithfully account for the same.

But all monies derived from the sale of municipal bonds shall be received by the treasurer and

kept by him or her on deposit in a special fund in the name of the municipality in a bank in Broward County to be designated by the Commission and shall be disbursed only upon resolution and order of the Commission, upon checks or drafts to be signed by a majority of the Commissioners.

Accurate books of account of all monies received and disbursed in all departments of the municipality shall be kept and audited and approved by the Commission or by an independent auditor and an annual statement thereof shall be published by posting a copy thereof at the City Hall.

(Laws of Fla., Ch. 65-2436, § 1)

State Law reference— Fiscal audits and other fiscal matters, F.S. Ch. 218.

Sec. 19. - [Bond requirements.]

The Commission may require that any bond shall be made by a responsible surety company duly authorized to do business in the State of Florida, and may pay the premium thereof from the municipal funds.

Sec. 20. - Deleted.

Editor's note— This section on municipal courts was editorially deleted as municipal courts were abolished by Article V, § 20(d)(4) of the Florida Constitution.

ORDINANCES AND RESOLUTIONS

Sec. 21. - Procedure for adoption of ordinances and resolutions.

The Commission shall have the right to adopt such ordinances and resolutions authorized by the powers granted under this Act and the general laws of the State of Florida, as are deemed necessary or advisable for the good government and general welfare of this municipality.

The procedure for adoption of an ordinance by the Town Commission shall be the same as the procedure set forth in Chapter 166, Florida Statutes, in effect at the time of the adoption of the ordinance. The enacting clause of all ordinances shall be "Be It Ordained by the Commission of Pembroke Park"; and all ordinances shall become effective five (5) days after final passage, unless otherwise provided therein. Any proposed ordinance may be amended upon either reading.

Any resolution may be introduced and passed by three (3) affirmative votes at any regular or special meeting of the Commission. The adopting clause of all such resolutions shall be "Be It Resolved by the Commission of Pembroke Park", and all such resolutions shall become effective immediately unless otherwise specified therein".

(Ord. No. 02-05-03, § 1, 5-28-02, approved by electors 9-10-02)

State Law reference— Uniform minimum procedure for the adoption of ordinances is mandated by F.S. § 166.041.

MISCELLANEOUS

Sec. 21[A]. - [Streets and roads; laws; suits, etc.]

The territory contained within the corporate limits of Pembroke Park is hereby declared to be and the same is hereby constituted an independent road district, provided however, that the County of Broward and State of Florida shall continue to maintain and build, at no expense to Pembroke Park, all of the existing and future county and State roads within the limits of Pembroke Park.

The Commission shall have complete control and supervision of all the streets, roads, and alleys and signal lights and safety signs within the corporate limits of the municipality and shall by ordinance prescribe the method and manner maintaining the same, not inconsistent with the laws of the State of Florida, except those roads built and maintained by the County of Broward and State of Florida as set out above.

No digging, quarrying operations, mining or excavations shall be permitted within one hundred (100) feet of any county or state road right-of-way, unless the Commission shall require that any such digging, quarrying, mining or excavation be refilled or backfilled to the grade existing prior to the digging, quarrying, mining or excavation within six (6) months of the cessation of the digging, quarrying, mining or excavation. Provided, further, that all quarrying operations, mining or excavations commenced after the effective date of this Act shall be in conformity with the then existing county-wide regulations of the Broward County Building and Zoning Department as to set-back requirements.

All laws now in force for the government of cities and towns, except insofar as they conflict with the provisions of this Act, shall apply to the said Pembroke Park and the officers thereof.

No suit or any cause of action of whatsoever kind or nature against Pembroke Park shall be

instituted later than six (6) months after date such cause of action shall have accrued.

No suit or action for the recovery of damage upon any claim or demand, arising either ex contractu or ex delicto shall be instituted against Pembroke Park, unless written notice of the intention to sue by giving a written statement of the particulars of the cause of action and containing a notice of intention to sue, and filing same with the Commission at least thirty (30) days before the suit or action is instituted, and within thirty (30) days of the cause of action.

The certificate of the Clerk under the seal of Pembroke Park as to the publication or posting of any notice required under or provided for by this Act shall be conclusive evidence as to such publication or posting.

State Law reference— Tort suits are pursuant to F.S. § 768.28.

[Sec. 21B.] - Preservation of mobile home communities.

Mobile home communities provide a unique living environment which is enjoyed by numerous residents in the Town. It is the intention of the Town residents that the mobile home communities shall continue to exist in perpetuity under the current zoning regulations. No amendment to the Town Ordinances that changes the actual zoning map designation of a parcel or parcels of land, changes the actual list of permitted, conditional or prohibited uses, or in any manner modifies the zoning regulations within the T-1 Mobile Home Park Zoning District shall become effective unless the amendment shall be approved by Sixty-Five Percent (65%) of the electors of the Town voting in an election called for the purpose of amending the T-1 Mobile Home Park Zoning District.

Notwithstanding the foregoing conditions for amendment of the T-1 Mobile Home Park Zoning District, this article shall not require the approval of the electors of the Town for the Town Commission to change the zoning classification of a parcel or parcels of real property located in the T-1 Mobile Home Park Zoning District to a classification other T-1 Mobile Home Park Zoning District when the request for change of the zoning classification has been submitted by the owner of the parcel or parcels of real property.

(Ord. No. 00-6-1, § 1, 6-14-00, approved by electors 11-7-00)

Sec. 22. - [Severability.]

The provisions of this Act are severable and if any section, part of section, paragraph, sentence or clause of this Act shall be adjudged by a court of competent jurisdiction to be invalid, such

decision shall not affect the validity of any portion thereof but shall be restricted and limited in its operation and effect to that specific portion hereof invalid in the decision rendered.

Sec. 23. - [Repeal of conflicting laws.]

All laws and parts of laws in conflict herewith be and the same are repealed to the extent of such conflict.

Sec. 24. - [Effective date.]

This Act shall take effect immediately upon its becoming a law.

Became a law without the Governor's approval.

Filed in Office Secretary of State June 20, 1959.

CHARTER COMPARATIVE TABLE - ORDINANCES

The following ordinances specifically amended sections of the Charter as indicated hereunder:

Ordinance Number	Date of Adoption	Date of Approval by Electors	Section	Section this Charter
87-2-2	2-11-87		2	9
88-8-3	8-10-88		5, 6	9
98-2-1	11- 3-98 (eff. 12-1-98)		1	9
00-6-1	6-14-00	11- 7-00	1	21B
02-05-02	5-28-02	9-10-02	1	9
02-05-03	5-28-02	9-10-02	1	21

CHARTER COMPARATIVE TABLE - LAWS OF FLORIDA

This table shows the location of the Laws of Florida as contained herein.

Chapter	Section	Section this Charter
59-1722		Pt. I, Char. (note)
63-1771	1	8

63-1772	1	7
65-2436	1	18
67-1893	1	7
67-1894	1	7
70-877	1, 2	9
70-878	1	7
70-879		7
70-880	1	17
75-350		9
76-336		9
77-507		9
81-349		9
86-366	1	9A

SECTION I: TOWN CHARTER

FINDINGS AND CONCLUSIONS

The Town has operated, over the last twenty plus years, as a quasi-Commission form of government. Commissioners originally served as Town Department Heads with assigned duties and responsibilities established by the Town Charter.

As the management of local government became more complex and time consuming, Commissioners began to appoint 'Town employees' to assist them, consistent with Section 16 of the Charter. Gradually, the bulk of the Commissioner's job duties were shifted to Town employees, with oversight from the Commission. Apart from the creation of the Finance/Budget Director in 1983, the Town Planner and Engineer, in 1984 and finally a Town Manager in 1991, No Charter reviews/amendments or substantive ordinances were adopted to clarify the transition from Commission to Manager form of government. The antiquated 'department head' assignments remained in the Charter.

The ambiguity created by the outdated Charter may be at the core of the organizational culture that steered the Town into the inefficiencies and mismanagement identified by the OIG (*Attachment 3*).

(13) Determine what it means for Commissioners to "have charge of" Town departments and uniformly apply that meaning, including, if appropriate, rearranging the Town's organizational chart to delineate direct reporting to the Mayor, vice Mayor, and other Commissioners;

(14) Review the Town Code provisions that specify that the Town engineer, Town Manager, and finance and budget are appointed by and serve at the pleasure of the Commission for potential clarification or change and, if appropriate, rearrange and republish the Town organizational chart;

Bob Inzer's Report (*Attachment 4*) further outlines the lack of clear direction in the outdated Charter as well as failure to abide by provisions of the Charter. Mr. Inzer recommends a comprehensive Charter Review conforming the Charter to established practices and organizational structure.

Charter: The Town Charter was adopted in 1957 and I could not determine if there has ever been a comprehensive review of the Charter in the intervening 60 years. The Charter as written is a Commission form of government whereby the Commission is responsible for the day to day operations of the government. In 1991, the Commission adopted Ordinance 91-5-1 which established a Town Administrator. It charged the Administrator (sometime thereafter the then Administrator and Commission began referring to him as the Town Manager) with ensuring policies were followed but failed to charge him with developing policies for Commission approval.

Pembroke Park Organizational Analysis

Prepared by: Oel Wingo, Ph.D., ICMA-CM

The Ordinance provided that he¹ attended all Commission meetings, but for 10 years, with the Commissions approval, he has been absent at Commissions meetings while he attended meetings for the Town of Plantation where he served on the Commission. The Ordinance does not charge him with supervision over any employees except the Executive Department, but as a matter of course, all employees reported to him and, to the extent, that they had evaluations, he did them. Merit raises and any adjustments in pay were made by the Manager without specific Commission approval. Department Directors indicated they had authority to hire and fire employees under them with managers approval. Department Heads were hired and fired by the Commission but I failed to see any circumstances in the past 15 years of their involvement in evaluating specific Department heads or other employee or operational oversight.

Recommendations: The Commission should undertake a comprehensive review of the Charter. They should hire a facilitator, that is familiar with Charter reviews to assist them and make them aware of their options and the implications of those choices. As noted above, the Charter provides for a Commission form of government, however, there is little evidence that the Town has operated as a Commission form during the past 25 plus years. Many former cities/Towns with Commissioner forms of government have evolved into either a Commission-Manager or Commission-Strong Mayor form of government and there are relatively few Commission governments remaining (less than three in Florida today). Government has become increasing complex with federal, state and local requirements and vesting the day to day management responsibilities with a lay Commission is very difficult. The Commission should conform their Charter to align with their current structure, which is effectively a Commission-Manager form of government.

In summary, while substantial change occurred within the organization, in some cases implemented by ordinance, the Charter has not been reviewed or modified to replace outdated language and legislative inconsistencies, which contributes to a lack of clarity resulting in unclear lines of authority and accountability. The following recommendations address these inadequacies.

BEST PRACTICE RECOMMENDATIONS

- ☐ Initiate a comprehensive Charter Review Process. The Charter Review Process should include a revision that requires the Charter to be reviewed and updated on a regular basis. Many cities review every ten years to address cultural and statutory changes affecting governance. The recommended timeline for the review is:
- ☐ April 2018: Florida League of Cities (FLC) Charter Review Process Training Workshop with Commissioners.

¹ He is used as a gender-neutral pronoun throughout this document.

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- ☐ **April 2018: Contract for an independent, third party review of the Charter by a Municipal Certified Attorney to provide an analysis of the elements of the Charter to include a summary of ambiguous, outdated and conflicting language, inconsistencies between Charter and current practices and possible recommendations to be shared with a Charter Review committee**
- ☐ **May 2018: Appoint a representative Charter Review Commission and Initiate the Charter Review Process. The Town Attorney should manage this Committee to ensure all actions comply with statutory requirements and for preparation of final ordinances and or referendum language.**
- ☐ **September 2018: Review and approve the revised Charter and recommendations for adoption by the citizens.**
- ☐ **November 2018: Vote on proposed amendments by referendum**

REFERENCES

- **Attachment 5:** "Florida Attorney General Legal Opinion" (FS: Chapters 165, 166 and 171).
- **Separate Attachment:** "Sixth Edition, Guide for Charter Commissions", National Civic League
- **Separate Attachment:** "The Florida Municipal Officials Manual" published by the Florida League of Cities

SECTION II: GOOD GOVERNANCE BEST PRACTICES

Good governance is about implementing the best policies and processes for making and implementing good decisions. Good governance shares common characteristics, which should be implemented throughout a government organization to meet the expectations of the electoral base efficiently and effectively. Good governance is about accountability, the rule of law, transparency, inclusiveness, and responsiveness as well as efficiency and effectiveness. Apply the following Best Practices Recommendations consistently and uniformly across all functions of the organization.

CODE OF CONDUCT

- ☐ **Establish Codes of Conduct for compliance by the board² members and the staff including consistent with federal and state laws.**
- ☐ **Conduct orientation for newly-appointed board members and staff to familiarize them with the Code and arrange refresher sessions periodically to raise their awareness.**

CONFLICT OF INTEREST

A conflict of interest situation arises when the “private interests” of a board member or staff compete or conflict with the interests of the organization or their official duties. “private interests” include any financial or other personal interests of the board member or staff concerned, his family members or other relations, his personal friends, the clubs and associations to which he belongs, any other groups of people with whom he has personal or social ties, or any person to whom he owes a favor or is obligated in any way.

- ☐ **Establish clear rules and procedures for Conflict of Interest consistent with all applicable laws.**
- ☐ **Require board members, staff, contractors, and, if applicable, volunteer workers to declare any actual or perceived conflict of interest as and when it arises, particularly when they are engaged in any procurement or staff recruitment.**
- ☐ **Design a standard form for declaration of conflict of interest and specify the line of reporting and the follow up action required.**
- ☐ **Establish a system to manage the declared conflict of interest and to record the declarations and actions taken to mitigate the conflict (e.g. to require the person, who has declared a conflict of interest, to abstain from the discussion of a matter under consideration).**

TRANSPARENCY AND ACCOUNTABILITY

- ☐ **Make all public records easily accessible to maximize accountability. Transparency in government enables full accountability that ensures actions and use of the public tax payer revenues is justified and those responsible are held accountable.**

² Board refers to the elected official, which may be designated as a Commission or Council.

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INTERNAL CONTROLS AND SEGREGATION OF DUTIES

Effective internal control is important for an organization as it helps prevent corruption, malpractice and fraud. The following are general guidelines for the organization as a whole; however, each government function should establish internal controls specific to the job performed.

- ☐ Segregate the duties in important processes as far as practicable (e.g. assigning different persons to source suppliers and to draw up the requirements in procurement).
- ☐ Arrange random checks or case audits on important processes, particularly those performed by a single staff member.
- ☐ Conduct internal audits on major operations if resources permit.
- ☐ Require proper documentation of the activities carried out and decisions made to provide an audit trail (e.g. approval and making of payments, screening and selection of candidates in recruitment, resolutions finalizing Board actions).
- ☐ Build in security safeguards that protect data and records in the computer system (e.g. restriction on data access and amendments, and audit trail functions).
- ☐ Require unit heads and supervisors to make spot checks during the processes of major activities, covering all material and exceptional/abnormal items, to deter and detect irregularities.
- ☐ Require unit heads to make regular reports on the major activities to the senior management and Board to facilitate monitoring, including statistical analyses, deliverables and matters of concern, if any.
- ☐ Establish a user-friendly channel for collection of views from both service users and the staff.
- ☐ Assign an independent staff member at the appropriate level to investigate any irregularities reported.
- ☐ Provide for a whistle blower process to Report any suspected corruption, malfeasance or fraud.

POLICIES, GUIDELINES AND PROCEDURES

- ☐ Develop guidelines/ policies and procedures for all major functions, including financial management, procurement, records management and staff administration.
- ☐ Clearly define the roles and responsibilities of each level of staff or specific posts and make them known to all staff (Job Descriptions).
- ☐ Specify the delegated authorities for decision making in respect to various activities (e.g. approval of financial commitments for purchases).
- ☐ Review and update the policies, procedures and guidelines on a regular basis to ensure concurrency and applicability. Ensure they are accurate, complete, and current at all times revising as needed to reflect changes in processes.
- ☐ Make the policies and procedures available to all personnel (preferably online).
- ☐ Timely communicate significant changes to all affected personnel to ensure they are aware of any revisions to their daily duties and responsibilities.
- ☐ Orient new employees and provide annual training to all employees to ensure procedures continue to be understood and followed.
- ☐ Require signed receipt of job descriptions, manuals and training to track accountability.

SECTION III: COMMISSION AND GOVERNANCE

FINDINGS AND CONCLUSIONS

Good governance needs the leadership of a competent and committed governing body insisting on ethical practices in the conduct of all public businesses and services. Lack of formal governance procedures during Commission meetings may have contributed to some of the issues the Town of Pembroke Park is currently facing including a lack of accountability for actions, mis-communication, and lack of follow through on Commission discussion items and decisions.

According to the Town webpage the process for Commission meeting is as follows:

Works Shops: *Meetings of the Town Commission are held the first Wednesday of each month in the afternoon. These are WORKSHOPS. These Workshops are unstructured discussions. No voting can occur, but all the major discussions about each topic on the agenda will happen. The Commission spends many hours at these Workshops discussing every relevant point to an issue.*

Formal Voting Meetings: *Workshops are held one week before the actual Voting Meeting, which is held in the evening starting at 7:00pm. These meetings are televised in order for all citizens to view them, even if they cannot attend the Commission Meeting in person. It is at these formal meetings (the second Wednesday of each month), that formal votes are taken on all issues.*

Based on my observations of a Commission meeting, review of previous Commission documents and interviews, the Commission has not consistently followed best practices for good governance and policy making. Meetings are chaotic, and argumentative. The current agenda format does not follow any logical order of business and lacks sufficiently documented staff backup. Agendas and minutes are not prepared in a competent and timely fashion thus limiting transparency and the availability of accurate records needed to foster good decision making and clearly establish accountability.

The following recommendations are intended to provide a logical and rational approach to organizing agendas and governance procedures to ensure maximum efficiency, effectiveness, transparency and accountability.

BEST PRACTICES RECOMMENDATIONS

☐ **Adopt Rules of Order and Follow Them**

It is the responsibility of the Chair to ensure that all members have an opportunity to speak and one member does not dominate the discussion. Adopt a simplified version of standard procedural rules and require all members and staff to follow the standards, which should be referenced if there is a conflict. Allow the Town Attorney to give guidance and direction to ensure orderly and legally conduct of business.

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- ☐ **Provide training for the current Commission and orient new members on “Effective Meeting Management” and “Good Governance”. New members should be encouraged to participate in the annual Florida League of Cities training available to newly elected officials.**
- ☐ **Establish a Standardized Logical Agenda Format, consistent across all meetings, to ensure accountability and follow through at subsequent meetings.**

Business meetings should flow in a logical and consistent order so that board members and the public understand and have a clear picture of what is happening. Arrange agenda items in a logical order with separate groupings of Action (policy) and Non-Action (non-policy items).

Action items are all those items needing a vote including but not limited to Ordinances, Resolutions, Purchases over a certain amount. Consider adopting all non-ordinance action items with a resolution as a method of clearly documenting majority intent for the record.

Consent items are action items that are grouped for a single vote on all items. These may include purchase orders, final contract approval etc. – The City Attorney should clarify what those items might be under the existing Charter. Consent items may be pulled from the consent agenda at the beginning of the meeting (at the time the meeting agenda is moved for approval) thus amending the agenda accordingly for the meeting.

Non-Action items includes discussion of specific issue or status updates. These are not items presented for a vote, although consensus may be requested. If an item is discussed which may need future action, this should be made clear during the discussion. The Town Manager should track these requested action items (including information requests) and assign staff responsibility to resolve and prepare the necessary response, including an action or non-action status update, at the next meeting.

List all Discussion items, such as Commissioner or staff updates, near the end of the agenda. Group these items by Commissioner or staff member to facilitate flow of information.

Items not on the Discussion Agenda, should be brought up under New Business to be agendaed and considered at the next meeting.

- ☐ **Establish a Clear Procedure for Handling Non-Agendaed Items:**

The Town should include in the adopted rules of procedure the process for adding an item to the agenda after the publicly noticed meeting begins. In general, no items may be added to the agenda without an additional 24-hour notice to the public. The notice must be made in the same manner as the original posting. After a meeting has been called to order (under the agenda item: Approval of Agenda), there are three types of items which may be added to the agenda, if approved by the Commission.

- An **Information only item** does not require a vote or action of council may be added to an agenda.
- **Action items with public comment**, which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

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- **Action item without public comment**, which is a final action or for which public comment has not been or will not be received, may be added to the agenda by a two-thirds vote of the members present and voting and a finding of an **emergency or exigent circumstances**—“requiring immediate attention or needing to be dealt with immediately.” The exigent circumstance exception should not be used if it is possible to schedule a properly noticed, called meeting to deal with the issue to be discussed.

☐ **Require an Agenda Summary Report for all Agendaed Items:**

An Agenda Summary Report, Table Two: Agenda Summary Report Template, should be utilized consistently for all meetings of the Commission. The Agenda Action Item, whether it is a policy or non-policy item should be researched by staff and all pertinent information should be included to ensure an informed decision by the elected body.

All relevant facts including any financial, regulatory, or statistical data, should be included for informed decision making by elected bodies. Since decision makers rely on the facts provided in reports, it is imperative that the information be accurate, complete, concise, objective, and provided on a timely basis.

☐ **Establish Agenda Deadlines**

Establish agenda deadlines and stick to it! All items should be submitted in the required format to the clerk no later than one full week prior to the scheduled meeting or similar schedule determined by the Commission.

The Final Agenda and supporting documentation should be made available to all board members, no later than the Friday before the regularly scheduled meeting and be posted on the website at the same time. This time frame should allow for adequate review.

☐ **Establish Minutes Procedures and Deadlines**

Final Minutes of meetings should be available for approval by the Commission at the next regularly scheduled meeting and posted on the website immediately upon final approval by the Commission. The Final Minutes should include:

- The day and time of the meeting.
- Where the meeting is held.
- The type of meeting.
- The names of any members present at the meeting, including elected officials and city staff.
- Any late arrivals.
- A description of each action item, motion, or any other proposal (such as a resolution).
- The identity of anyone making and seconding a motion, along with the name of each person voting for or against each proposal.
- Any points of order or appeals.
- Any notes about complying with specific legal procedures.
- Any recesses.
- Any councilmember who leaves the meeting early, and the time he or she leaves.

SECTION IV: ORGANIZATIONAL STRUCTURE ANALYSIS

FINDINGS AND CONCLUSIONS

In addition to an outdated and ambiguous Charter, the current organizational structure and lack of clearly defined responsibilities has contributed to the weaknesses previously identified by OIG, Bob Inzer and the Town Auditors.

The OIG Final Report refers repeatedly to "misconduct and gross mismanagement by staff" throughout as well as a failure to understand or accept responsibility for actions taken consistently using the Charter as an excuse for lack of assigned accountability.

Bob Inzer's Report Summarized the staffing skills as follows:

Management: Pembroke Park has been severely mismanaged for many years. The manager had for many years the trust and confidence of the Commission. He used this trust, to some extent, to successfully control the Commission. He used techniques such as not releasing the agenda materials with sufficient time for the Commission to review the materials prior to the meeting, adding non-agendaed items at the last moment to the Commissions agenda and operating without defined or written policies and procedures to effectively transfer control from the Commission to the manager. The manager's recommendations were seldom challenged or not approved. The Broward County Office of Inspector General accurately pointed out that the Town has violated state and federal procurement laws and regulations in addition to ignoring its own Charter. I could not find where the Town, prior to adoption of the January 2, 2018 Procurement Ordinance, had any procurement policies and procedures. In fact, the Town operated with virtually no policies or procedures. Thus, it gave management free rein to operate without restrictions or oversight.

Recommendation: The Town has been managed by the same manager for over 25 years. The Town needs a new professional manager to begin changing the corporate culture. The existing personnel have generally been developed and trained by the former manager. I saw no evidence where the other managers recognized the inappropriateness of operating without policies and procedures and proposed any. In fairness to the other employees working for the Town, I did not interview all of them and my findings may be somewhat overstated.

OWMCS concurs with these analyses. The lack of skilled, trained managers coupled with a top-heavy management organization, with decentralized administrative functions, lacking standardized operational procedures and job descriptions makes it difficult to determine the responsibility for proper and legal implementation of policies.

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The Town Manager position is created by ordinance and is not addressed in the Charter. The conflicting language in the Charter outlining Commissioners duties and the weak Town Manager Ordinance must be corrected to give clear authority and responsibility to the Town Manager and correct the identified inadequacies in the organization.

§ 2-94 – Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.

To attend all meetings of the Commission.

To prepare the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.

To keep the Commission fully advised as to the needs of the Town.

To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.

To review the operations and administration of all departments and divisions of the Town government and to periodically report to the Commission as to the operations of same, and recommendations, if any, with respect to said department or division.

To exercise general supervision over the operation of the Administrative Department of the Town. ...

(k) To assist the Budget and Finance Director and the Town Planner in making application for Federal and State grants as directed by the Commission. ...

OWMCS recommends that Section 2-94 be amended to strengthen the powers of the Town Manager position consistent with best practices. While the Charter may be outdated, it does give broad authority to make the necessary changes to broaden and/or strengthen the responsibilities of the Town Manager. Section 12 gives broad appointment powers, Section 13 Provides that by ordinance or resolution the Commission can prescribe the way municipal powers are exercised, and Section 15 provides for an Executive Department.

The revised ordinance should clarify that the Town Manager is the Chief Executive/Administrative Officer responsible for

- Execution of all applicable laws and regulations
- Appoint and remove any officer or employee of the city except those officers appointed by the council and except as otherwise provided by the Charter.
- Keeping the governing body advised of the financial condition, administrative activities and future needs of the City, and making such recommendations as may seem desirable;

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ATTACHMENT 3: OIG RECOMMENDED ACTIONS FROM FINAL REPORT

- 1) RECORDS: Require the clerk-Commissioner and the deputy Town clerk to undergo training on the municipality's records, and to establish and maintain a system of accurate and retrievable recordkeeping for all town records, documenting any records that are lost or destroyed;
- 2) RECORDS: Maintain sufficient records of engineering services qualification, solicitation, and negotiation to enable the Town to document its compliance with local, state, and federal regulation;
- 3) PURCHASING: Require that all procurements for engineering services be preceded by a purchase order detailing the general terms and scope of work to be provided;
- 4) PURCHASING: Verify that the work that the Town paid for engineering services was done;
- 5) PURCHASING: Endeavor to ascertain whether the Town overpaid for engineering services per the CCNA and, if so, evaluate whether the Town is in a position and has a valid basis to seek recovery;
- 6) PURCHASING: Identify all staff who should be involved in the proper and legal procurement of engineering services and provide them with periodic training on the same;
- 7) PURCHASING: Request the assistance of the Florida Department of Transportation or Department of Management Services in making a procurement through the competitive solicitation and negotiation process, in order to benefit from those agencies' already-developed best practices;⁵⁸;
- 8) CHARTER: Determine what it means for Commissioners to "have charge of" Town departments and uniformly apply that meaning, including, if appropriate, rearranging the Town's organizational chart to delineate direct reporting to the Mayor, vice Mayor, and other Commissioners;
- 9) CHARTER: Review the Town Code provisions that specify that the Town engineer, Town Manager, and finance and budget are appointed by and serve at the pleasure of the Commission for potential clarification or change and, if appropriate, rearrange and republish the Town organizational chart;
- 10) HUMAN RESOURCES: Write and issue position descriptions for all staff members, including the Town Manager, Public Works Director, and finance and budget director, indicating to whom they directly report;
- 11) HUMAN RESOURCES: Consider writing and codifying a conflicts of interest prohibition or code of ethics for staff members and elected officials; and
- 12) PURCHASING & FINANCE: Draft and publish a written procedures manual for procurement, accounts payable, and other critical finance functions.

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Sewer treatment and billing).

Recommendations: None

Charter: The Town Charter was adopted in 1957 and I could not determine if there has ever been a comprehensive review of the Charter in the intervening 60 years. The Charter as written is a Commission form of government whereby the Commission is responsible for the day to day operations of the government. In 1991, the Commission adopted Ordinance 91-5-1 which established a Town Administrator. It charged the Administrator (sometime thereafter the then Administrator and Commission began referring to him as the Town Manager) with ensuring policies were followed but failed to charge him with developing policies for Commission approval. The ordinance provided that he attended all Commission meetings, but for 10 years, with the Commissions approval, he has been absent at Commissions meetings while he attended meetings for the Town of Plantation where he served on the Commission. The ordinance does not charge him with supervision over any employees except the Executive Department, but as a matter of course, all employees reported to him and, to the extent, that they had evaluations, he did them. Merit raises and any adjustments in pay were made by the Manager without specific Commission approval. Department Directors indicated they had authority to hire and fire employees under them with managers approval. Department Heads were hired and fired by the Commission but I failed to see any circumstances in the past 15 years of their involvement in evaluating specific Department heads or other employee or operational oversight.

Recommendations: The Commission should undertake a comprehensive review of the Charter. They should hire a facilitator, that is familiar with Charter reviews to assist them and make them aware of their options and the implications of those choices. As noted above, the Charter provides for a Commission form of government, however, there is little evidence that the Town has operated as a Commission form during the past 25 plus years. Many former cities/Towns with Commissioner forms of government have evolved into either a Commission-Manager or Commission-Strong Mayor form of government and there are relatively few Commission governments remaining (less than three in Florida today). Government has become increasingly complex with federal, state and local requirements and vesting the day to day management responsibilities with a lay Commission is very difficult. The Commission should conform their Charter to align with their current structure, which is effectively a Commission-Manager form of government.

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gave management free rein to operate without restrictions or oversight.

Recommendation: The Town has been managed by the same manager for over 25 years. The Town needs a new professional manager to begin changing the corporate culture. The existing personnel have generally been developed and trained by the former manager. I saw no evidence where the other managers recognized the inappropriateness of operating without policies and procedures and proposed any. In fairness to the other employees working for the Town, I did not interview all of them and my findings may be somewhat overstated. However, taken as a whole, the Town needs an infusion of independent professional leadership and should immediately begin to recruit and retain an interim Town Manager.

Policies and Procedures: The Personnel Policies and Procedures manual is dated 1997. Since adoption, it has only been amended once in 2009 to limit the accrual of annual leave to 400 hours. The Personnel Manual is very dated and needs to be updated. I was not provided any other administrative policies that guided the government and assume that none exists.

Ordinances, laws and regulations are generally broad and require specific policies and procedures to effectively implement and delegate responsibility. Clearly, there are laws and regulations related to procurement, but who was responsible for insuring implementation and compliance was undefined since there were no policies or procedures. It is hard to hold staff accountable when there are no policies delegating them specific responsibilities.

Recommendation: The Town has retained the Services of Oel Wingo, Management Consulting Services to assist you in reviewing and modifying your existing policies and procedures and developing policies and procedures where needed. I believe this is a good first step. It will be up the Commission to ensure that policies once developed are adopted, followed and enforced.

Commissioner Development: Commissioners are the Board of Directors of a municipal corporation. In that they are ultimately responsible for the efficient and effective delivery of services and the long-term financial health of the institution. They establish the vision they want for their community and set the goals for the institution to accomplish this vision. They then adopt a budget to provide resources and hire a manager/employees to accomplish the goals. They are also responsible to review their performance, to ensure that the Town is operating in an efficient and effective manner and is accomplishing the established goals. In a Commission form of government, the Commissioners take a more active role in the day to day activities and are more directly responsible for operations. In a Commission- Manager form of government, they delegate to the manager the day to day operations and hold him accountable.

Pembroke Park's Charter is a Commission form of government slightly modified by Ordinance 91-5-1 authorizing a Town Administrator. The Town has effectively operated more like a Town Manager form of government with all employees reporting to the Town Manager with the Commission not directly involved in day to day operation.

The Commission needs processes and tools to evaluate both the overall organization and management. Often it is the Manager that will suggest these processes and tools understanding it is fundamental requirement of any organization. Private entities measure performance by profitability,

Section 1-2

Municipal Government and the State

A. THE ENGLISH BACKGROUND

The origins of American municipal government lie in English history. As England emerged from the non-urbanized medieval period and began to develop urban centers, citizens with vested interests in the development of their communities as trade centers sought authority from the Crown to exercise some control over local affairs. The king (or queen) would respond to these requests by granting "charters" to these groups, whereby they were empowered to promote local improvements and to regulate certain aspects of community life. The charter was viewed as a grant only of those powers which were specifically and explicitly granted therein; in other words, the grant of authority was narrowly defined and strictly limited. Eventually, these chartered groups came to be recognized as "municipal corporations," similar to private, commercial corporations, which also were authorized by the Crown. At first, such grants of authority were given only to narrowly defined groups, usually the leading businessmen of the community. Over time, as democratic institutions developed, control of charters shifted from such narrow groups to the general population of the community, complete with the democratic election of leaders to exercise the granted powers.

This pattern for the formation of English municipal governments was extended to the American colonies. In America, municipal charters were granted by the Crown to a handful of urban centers. When the Revolution transformed the colonies into states, the state governments assumed the role of the Crown as the source of municipal government authority; that is the state governments assumed the role of granting municipal charters. From this practice evolved the traditional American legal principle that a municipality is a creature of the state, may exist only with the consent of the state, derives its powers from the state, and enjoys only those powers which are granted it by the state, through the state constitution and actions of the state legislature.

B. EARLY FLORIDA HISTORY

In the Spanish era of Florida history, the two principal communities were Pensacola and St. Augustine. Each enjoyed a municipal government under Spanish rule, it appears; in any event, Provisional Gov. Andrew Jackson specifically recognized the cities of Pensacola and St. Augustine as existing governmental entities only four days after formally receiving possession of Florida for the United States in 1821. In Florida's territorial period, 1821-1838, the territorial legislative council granted municipal charters for other population centers – Apalachicola, Key West, Ochesee (which no longer exists), and perhaps others.

After Florida became a state in 1845, municipal government was treated in a manner common to other states. The Legislature was the source of authority, granting municipal charters and specifying the powers of each municipal government through its charter. In addition, the Legislature often affected local governments through the enactment of "general acts" and "local or special acts." With reference to municipalities, a "general" act is a legislative act which applies uniformly to all municipalities and prescribes their jurisdictions and powers. The Legislature's control over municipal governments was absolute. Municipalities were regarded as creatures of the state, without inherent powers. Constitutional language specifically permitted the Legislature to utilize local acts in regulating municipal courts as

well as the jurisdiction and duties of municipal officers. Special and local acts dealing with municipalities were permitted, with no requirement that notice of such legislation be published in the affected community. In short, the Legislature was free to control municipal affairs by means of local acts. A 1934 constitutional amendment prohibited local acts, but it was ignored by the Legislature in following years.

One feature of the 1885 Florida Constitution, as it came to be amended, was that a special or local act required either that notice be published in the affected community or that the change caused by the act be approved by referendum in the affected community. Due to this requirement of local acts, the Legislature began using "general acts of local application" rather than local acts. General acts of local application have been described by the Florida Supreme Court as "relating to subdivisions of the State or to subjects or to persons or things as a class based upon proper distinctions and differences that inhere in or are peculiar or appropriate to the class." As applied to legislation affecting municipalities, the practice has been to use population as the basis for determining the "class" to which any legislation applied and to define the population range so narrowly that the legislation actually applied to only a single municipality. By utilizing such legislation (sometimes called "population acts"), the Legislature avoided the notification-or-referendum requirement which applied to local acts.

To summarize, under the 1885 Florida Constitution, municipal governments were completely controlled by the state Legislature, which enjoyed not only the power of enacting legislation which applied to municipalities, but also the power to affect selected municipalities through the enactment of local acts and general acts of local application.

During this period, in the absence of any grant of municipal "home rule," municipal governments' authority was limited to that expressly granted by the Legislature or that which could be necessarily implied from an express grant, and any reasonable doubt regarding a municipality's right to exercise a power was to be resolved (by a court) against the municipality. This statement of municipal authority was widely known as "Dillon's Rule" and prevailed generally throughout the United States, in the absence of grants of municipal home-rule powers.

C. THE CURRENT ERA: MUNICIPAL HOME RULE

In 1968, the people of Florida approved a new state constitution, which became the 1969 Florida Constitution. In it, a dramatic break was made with past treatment of municipal government. The new approach to municipal government is commonly referred to as "municipal home rule," and it is the prevailing state policy in many American states today.

1. Constitutional Provision for Home Rule

The home-rule provisions are found in Article VIII, Section 2(b), of the 1969 Florida Constitution:

Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law...

The crucial part of the passage is "and may exercise any power for municipal purposes except as otherwise provided by law." Previously, a municipal government could exercise **only** (a) those powers granted to all municipalities through general law and (b) any additional powers which may have been granted to that particular municipal government by the Legislature.

Under the new constitutional language, a municipal government may exercise any power which is not prohibited by law, so long as its exercise is for a valid "municipal purpose." Before 1969, a municipality could do only those things which it was **clearly authorized** to do (and, in keeping with Dillon's Rule, any doubts were to be resolved against the municipality); after 1969, a municipality may do **anything**

which it is **not prohibited** from doing. Such is the essence of the constitutional doctrine under which Florida's municipalities have operated since 1969.

2. Statutory Home-Rule Provisions

The 1969 Legislature promptly enacted Chapter 69-33, Laws of Florida, which repeated the constitutional home-rule provision, with the most significant change of wording being that the clause "except as otherwise provided by law" was replaced by "except when prohibited by general or special law". Ch. 69-33 also contained an expression of legislative intent which appeared to strengthen the home-rule cause.

For a few years, the extent of municipal home-rule authority was left unclear. Then, in 1972, the state supreme court rendered an opinion which stripped the constitutional home-rule provision of all effect. In response, the 1973 Legislature enacted Chapter 73-129, Laws of Florida, the Municipal Home Rule Powers Act, which was codified as ch. 166, F.S. This act clearly was intended to **strengthen** the constitutional grant of home-rule power. It restates the language of Article VIII, Section 2(b), Florida Constitution, using identical language except for the last clause, where "except as otherwise provided by law" is replaced with "except when expressly prohibited by law." With this change, the 1973 Legislature made it clear that the authority of municipal governments to "exercise any power for municipal purposes" is to be abridged **only** when "expressly prohibited" by state law. The 1973 Legislature also defined "municipal purposes" as identical with those purposes for which the state itself might act – "municipal purpose" means any activity or power which may be exercised by the state or its political subdivisions."

The Municipal Home Rule Powers Act of 1973 was explicitly upheld by the Florida Supreme Court in 1975. In decisions since 1973, the Supreme Court has consistently respected the home-rule principle. Consequently, Florida's municipal governments today enjoy "home rule." The Legislature is ultimately supreme, still, in that it may restrict the powers of municipal self-government by erecting specific prohibitions. Absent such prohibitions, however, municipal officials may exercise any power, so long as it be for a municipal purpose.

The Florida League of Cities played a critically important and pivotal role in the development and adoption of the constitutional home-rule provision, the 1969 home-rule act, and the Municipal Home Rule Powers Act of 1973. Municipal Home Rule stands as the League's crowning achievement, one which serves as the foundation of effective municipal self-government in Florida today.

3. Restrictions on Legislative Acts

In addition to providing for municipal Home Rule, the authors of the 1969 Florida Constitution also sought to restrict legislative use of local acts and general acts of local application. This effort is reflected in Article III, Sections 10 and 11, Const. Section 10 requires that all special laws (including local acts) be accompanied either by local notification or by provision for local referendum. Section 11 prohibits special laws and general laws of local application on certain subjects, some of which are significant to municipal governments; however, specifically exempted from such prohibitions are "election, jurisdiction or duties" of municipal officers. Section 11 also permits the state Legislature to add to the list of prohibited subjects and specifies that the basis of classification in general laws must be related to the subject matter of the law. The provisions of Sections 10 and 11, in the words of one legal commentator, "represent a significant narrowing of the scope of permissible general laws of local application and their most abused sub-type, population acts. Taken in conjunction with the new home-rule provisions, they fit into an over-all design to take local decisions out of the Legislature..."

The 1971 Legislature took additional action regarding population acts by enacting Chapter 71-29, Laws, which repealed almost all existing population acts – some 2,139 acts in all. Repealed acts relating

to municipalities were declared to be ordinances of the affected municipalities. Today, the Legislature is still constitutionally authorized to enact general laws of local application, as well as special legislation (which includes local acts). The Legislature does not use these methods with the frequency with which they once were used; however, they are still used, as is illustrated by Chapter 87-258, Laws, which authorized the levying of a convention-development tax. The act reads, in part, as follows:

Each county which was chartered under Art. VIII of the State Constitution and which on January 1, 1984, levied a tourist advertising ad valorem tax...may impose...a levy outside the boundaries of such special taxing district **and to the southeast of State Road 415 on...** transient rent accommodations... (emphasis added).

4. No Home-Rule Power re: Taxation

One very large exception to municipal Home Rule must be noted. Municipal Home Rule does **not** apply to general taxing authority. All taxing authority is retained by the state, with municipalities having only those taxing authorities specifically and explicitly granted by general law. (Refer to Chapter 7, "Municipal Finance," for further information.) In 1998, Florida voters made several changes and additions to the 1969 Constitution.

The Cabinet was reduced in size, strengthening the executive branch, but none of the amendments had a direct impact upon municipal governments.

REFERENCES

Florida Constitution: Article III, Sections 10-11, and Article VIII, Section 2. Florida Statutes: Chapter 166. Laws of Florida: Chapters 69-33, 71-29, 73-129 (the Municipal Home Rule Powers Act), and 87-258. Steven L. Sparkman, "The History and Status of Local Government Powers in Florida," *University of Florida Law Review*, 25, 271-307; Louis C. Deal, "Post Mortem – Home Rule," *Florida Municipal Record*, 54, 6, 2ff; Ralph Marsicano, "Development of Home Rule," *Florida Municipal Record*, 57, 10, 7ff. Also see W. Clark, J. Benton, and R. Kertein, "An Analysis of State-Local Relations in Florida" (Florida Institute of Government, September 1987). Quotations not otherwise attributed are from the article by Steven L. Sparkman.

Section 1-3

State Constitutional Provisions Affecting Municipalities

The 1969 Florida Constitution, as amended, contains a dozen or so passages which affect municipal government in relatively direct ways. These include the following:

A. ART. II, SEC. 8: ETHICS IN GOVERNMENT

This section applies certain ethics requirements to municipal officers, especially, disclosure of campaign finances, and empowers the Legislature to require municipal officers, candidates, and employees to make public disclosure of their financial interests. This section also establishes the Florida Commission on Ethics, which may investigate allegations against municipal officers.

B. ART. III, SEC. 11: SPECIAL LAWS

This section prohibits legislative enactment of special laws and general laws application pertaining to certain topics, but permits the enactment of general laws applicable only to municipalities of specified population ranges, e.g., 150,000-200,000 population. The intent of the prohibition was to prevent the Legislature from enacting, on certain topics, legislation which applied to only one local unit; however, the permissive element has been used by the Legislature to achieve the same end.

C. ART. III, SEC. 14: CIVIL SERVICE SYSTEM

This section permits the creation of civil service systems and boards for municipal (and other local) governments.

D. ART. IV, SEC. 1, AND ART. IV, SEC. 7: GOVERNOR'S POWERS

Certain powers are granted to the governor in these sections. Among these are powers affecting municipal government. The governor may require information in writing from any executive or administrative municipal officer on any subject relating to his or her duties. The governor may initiate judicial proceedings in the name of the state against any such officer to enforce compliance with any duty or to restrain any unauthorized act. The governor may call out the militia to preserve the public peace and execute the laws of the state. The governor may suspend from office any municipal officer indicted for crime, until acquitted, and may appoint another person to the office for the period of the suspension, unless these powers are vested elsewhere by law or the municipal charter.

E. ART. V, SEC. 1: COURTS

This section, adopted in 1972, abolished municipal courts and prohibits municipalities from establishing courts.

F. ART. VI, SECS. 1-6: SUFFRAGE AND ELECTIONS

These sections preempt local discretion on several points. Elections must be by direct and secret vote. Residency requirements for suffrage shall be one year in the state and six months in the county. Voter registration shall be regulated by state law (not by municipal ordinance).

Article IV, Sec. 4(b) was amended by an Initiative Petition adopted in 1992 establishing term limits for certain elected officials by providing that no person may appear on the ballot for re-election for the offices of: 1) Florida representative; 2) Florida senator; 3) Florida lieutenant governor; 4) any office of the Florida Cabinet; 5) U.S. representative from Florida; and 6) U.S. senator from Florida if, by the end of the current term of office, the person will have served (or, but for resignation, would have served) in that office for eight consecutive years. However, the federal courts ruled that the state constitution could only regulate the terms of state offices and therefore would not apply to the U.S. Congressional and Senate offices. This applies to federal and state but not local. A city's charter can have run offs.

G. ART. VII, SECS. 1-3, 9: TAXATION

These sections have to do with taxing powers. The ad valorem tax on real property and tangible personal property is reserved to local governments. All other forms of taxation are preempted to the state, except as provided by general law. Ad valorem taxation of motor vehicles, boats, airplanes, trailers, trailer coaches, and mobile homes is prohibited. All ad valorem taxation shall be at a uniform rate within each taxing unit. All property owned by a municipality and used exclusively by it for public purposes is exempt from taxation. A municipality may grant ad valorem tax exemptions to certain businesses, under certain conditions. Local governments shall be authorized by law to levy ad valorem taxes and may be authorized by general law to levy other taxes. Municipal ad valorem taxes are limited to 10 mills or less, exclusive of taxes levied for bond payment and taxes levied for two years or less when authorized by referendum.

H. ART. VII, SECS. 10 AND 12: BONDS

A municipality may not become a joint owner with or a stockholder in a corporation, association, partnership, etc.; however, a municipality may issue revenue bonds in support of airport or port facilities and industrial or manufacturing plants. Municipalities may also issue bonds, certificates of indebtedness, and tax-anticipation certificates.

I. ART. VIII, SEC. 2: CREATION, POWERS AND CONSOLIDATION

Municipalities may be established or abolished and their charters amended by general or special law. Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, and they may exercise any power for municipal purposes except as otherwise provided in law. Each municipal legislative body shall be elective. Annexation shall be as provided by law. Consolidation of a county government and one or more municipal governments is authorized, but only if approved by vote of the affected electors.

REFERENCES

1969 Florida Constitution: Articles II, III, IV, V, VI, VII, VIII.

Section 2-1

Basic Forms of Municipal Government

Borrowing from the English municipal model, America's cities, towns and villages are governed by a legislative body known as a city council (or city commission). This elected body has several responsibilities, which are specified in the charter or incorporating documents. In Florida, each municipality has a charter (see Section 2-2); this document specifies the composition of the elected body and duties of appointed officials.

The council is responsible for creating and enforcing the laws, called ordinances, of the city. The council also has an oversight role that varies in its responsibilities based upon the form of government specified in the charter. The council also adopts and appropriates the city's funds through its budgetary responsibilities, and has fiduciary responsibilities as trustees of public funds. In addition, the council is expected to have a vision for the city's future, which may or may not be detailed in a strategic plan. In Florida, each municipality is also required by state law to have a comprehensive plan, known as the "comp plan" for land-related decisions within its boundaries. Lastly, the city may choose to be a service provider for a utility, utilities or other services, as guided by the citizens and the council.

Throughout the U.S., cities adopt a form of government that sets their structures. The most common of these forms as found in Florida are specified below:

A. COUNCIL-WEAK MAYOR FORM

The original form of municipal government in America was the council-weak mayor form, which was near-universal in the nineteenth century. It is still widely used, particularly in small towns. In most weak-mayor systems, the office of mayor is simply rotated among the elected council members on an annual basis. The council retains collective control over administration, including appointment and dismissal of municipal employees and appointments to boards and commissions. Control of some functional areas (e.g., parks, library) may be delegated by charter or ordinance to semi-independent boards and commissions. In general, the mayor's authority is little, if any, greater than that of the other council members. Department heads – e.g., the clerk, police chief, public works director – report to the council as a whole or to the mayor in his or her capacity as spokesman for the council. Sometimes the municipal clerk functions as a de facto chief administrator.

B. COUNCIL-STRONG MAYOR FORM

The council-strong mayor form gradually evolved from the council-weak mayor form. It provides for a distinct division of powers between the council and the mayor. The mayor actually is the chief executive, that is, the office of mayor has substantial influence in the policy-making process and substantial control over administration. The mayor holds important budgetary and appointing powers, along with the power to veto legislative actions of the council. Administrative authority is not shared with a number of independent boards and commissions. The mayor enjoys general power to appoint people to boards and commissions. Depending upon the city charter, the mayor may (or may not) vote with the legislative body.

Some large cities with a strong mayor have established the position of chief administrative officer under the mayor to handle the day-to-day operations of the government, thus leaving the mayor free to concentrate on policy formulation and ceremonial tasks. In this way, administrative management by a hired assistant to the mayor may be combined with strong political and policy leadership by the mayor.

C. COMMISSION FORM

The commission form combines both executive and legislative powers in a governing board, the commission. There is no single chief executive; rather, the commissioners, who serve collectively as the policy-making body, also serve individually as heads of the principal departments. In the basic commission form, there is neither a mayor nor a city manager. Today, most commission-form cities do select or elect a mayor.

Early advocates of the commission form hoped that the concentration of power in the hands of a few elected council members would make administration more effective and would enhance accountability to the public.

The commission plan was first employed in Galveston, Texas, after a disastrous hurricane almost destroyed the city in 1900. It enjoyed widespread popularity for about two decades. Since 1920, however, its use has declined greatly. Although offering more integration of policy and administration than the council-weak mayor form, the commission form tends to provide inadequate coordination, insufficient internal control, and non-professional direction of administration.

It should be noted that, in Florida, municipalities use the terms "council" and "commission" without reference to the distinction between the commission form and other forms of municipal government. Many Florida municipalities designate their legislative bodies as the "commission" but do not employ the commission form of government. One should not presume that a Florida municipality employs the commission form merely because its policy-making body is labeled "commission."

D. COUNCIL-MANAGER FORM

One of the key elements in 20th-century municipal reform has been the proposition that a strong and non-political executive office should be the administrative centerpiece of municipal government. This concept has been implemented in thousands of American cities in the 20th century by the adoption of the council-manager form of government. This form parallels the organization of the business corporation: voters (stockholders) elect the council (board of directors), including the mayor (chairman of the board), which, in turn, appoints the manager (chief administrative officer). Unlike the two council-mayor forms, where the emphasis is on political leadership, the prevailing norms in the council-manager form are administrative competence and efficiency.

Under the council-manager form, the manager is the chief administrative officer of the city. The manager supervises and coordinates the departments, appoints and removes their directors, prepares the budget for the council's consideration, and makes reports and recommendations to the council. All department heads report to the manager. The manager is fully responsible for municipal administration.

The mayor in a council-manager form is the ceremonial head of the municipality, presides over council meetings, and makes appointments to boards. The mayor may be an important political figure, but has little, if any, role in day-to-day municipal administration. In some council-manager cities, the office of mayor is filled by popular election; in others, by council appointment of a council member.

The council-manager plan, first used in 1908 in Staunton, Va., received nationwide attention six years later when Dayton, Ohio, became the first sizable city to adopt it. Thereafter, the plan's popularity enjoyed steady but not spectacular growth until after World War II. At that time, many municipalities were confronted with long lists of needed services and improvements that had backlogged since the Depression years of the 1930s. Faced with such challenges, many municipalities adopted the council-manager form. The plan has been especially attractive to small- and medium-sized localities. It is used in a majority of American municipalities with populations of 25,000 to 250,000. It has been strongly promoted since the 1920s by the National Civic League.

The council-manager form is widely viewed as a way to take politics out of municipal administration. The manager himself is expected to abstain from any and all political involvement. At the same time, the council members and other "political" leaders are expected to refrain from intruding on the manager's role as chief executive. Of course, the manager, who is hired and fired by the council, is subject to the authority of the council, but council members are expected to abstain from seeking to individually interfere in administrative matters, including actions in personnel matters. Some city charters provide that interference in administrative matters by an elected city official is grounds for removal of the elected official from office.

E. MUNICIPAL-GOVERNMENT FORMS IN FLORIDA

In Florida, a municipality is free to adopt any of the basic municipal-government forms identified above or any variation thereof. State law does not prescribe one or more permissible forms, nor does it prohibit any. The Florida Constitution requires only that "each municipal legislative body shall be elective" (Art. 8, Sec. 2 (b), Const.); state statutes require only that an acceptable proposed municipal charter is one which "prescribes the form of government and clearly defines the responsibility for legislative and executive functions."

Many Florida cities have forms of government that combine elements of the four basic structures. These cities, having "hybrid" forms outlined in their charters, are difficult to categorize. More elements of the council-weak mayor form are identified in these hybrids, and carry-over elements of the commission form have also been found.

The most common form of city government in Florida today is the council-manager form. A second common form, found in many smaller municipalities, is the council-weak mayor form. In Florida, in recent years, most changes of municipal-government form have been from some other form to the council-manager form. Approximately 270 Florida cities (out of more than 400) have a position of manager or a similar position, such as "administrator."

In all Florida cities, members of the council or commission are elected by the voters of the city. The mayor may be simply a member of the council, elected by the council to serve as mayor; may be a separate office (that is, not a member of the council) or elected by the people. Certain administrative positions are filled by elections in a few cities. These include the offices of clerk, police chief and fire chief.

REFERENCES

Florida Constitution: Article 8, Section 2(b). Florida Statutes: Section 165.061. *Membership Directory*, Florida League of Cities. *Model City Charter*, 8th Edition, National Civic League, www.ncl.org.

Table 2-1

Comparison of Municipal Executive Types

SOURCE: International City/County Management Association, Directory of Local Governments, Washington, D.C.: ICMA, 1978, p. 5

DUTIES	TYPES OF EXECUTIVE	
	Municipal Manager (council-manager position)	Municipal Administrator (general management position)
Appointment	The manager should be appointed by a majority of the council for an indefinite term and removable only by a majority of the council.	The administrator should be appointed by the council or the mayor.
Policy Formulation	The manager should have direct responsibility for policy formulation on overall problems.	(same as municipal manager)
Budget	The manager should have responsibility for preparation of the budget presentation to the council, and direct responsibility for the administration of the council-approved budget.	The administrator should have major responsibilities for preparation and administration of the budget.
Appointing Authority	The manager should have full authority for the appointment and removal of at least most of the heads of the principal departments and functions of the municipal government.	The administrator should exercise significant influence in the appointment of key administrative personnel.
Organizational Relationships	Those department heads whom the manager appoints should be designated by legislation as administratively responsible to the manager.	The administrator should have continuing direct relationships with operating department heads on the implementation and administration of programs.
External Relationships	Responsibilities of manager should include extensive external relationships involving the overall problems of city operations.	(same as municipal manager)
Qualifications	The qualifications for the position should be based on the educational and administrative background of candidates.	(same as municipal manager)

Section 2-2

The Municipal Charter

A. SIGNIFICANCE OF THE CHARTER

The municipal charter is an essential and fundamental element of every Florida municipality. No municipal government may be created without a proposed charter, and no municipal government may exist without a charter.

In addition, the municipal charter is vital to the democratic and effective functioning of a municipal government. It must contain basic provisions for the organization of municipal government. A good charter is one which presents a concise and workable legal framework for the government of the municipality. In addition, says the National Civic League, a good charter is one which "sets before the citizens a clear picture of their own powers and responsibilities and before the officials and employees a statement of their duties and mutual interrelations." The adoption of a good charter, says the League, "is an affirmation by the citizens that they mean to have good government and is the legal framework within which such government can be won and the more easily maintained."

A municipal charter must originate within the community and must be formally approved by a majority of the registered voters of the community. The charter is, in a sense, a compact among the residents of the community regarding the extent and form of government which they desire.

B. CONTENTS OF A CHARTER

A charter should contain details which are of such importance that they should not be subject to change simply by ordinance, without a public referendum. By including certain provisions in the city charter, the citizens ensure that their provisions cannot be changed hastily and without popular consent. On the other hand, subjects of less importance should not be in the charter because it should be easier to make necessary changes affecting them. In short, a happy medium should be found between including "enough" and including "too much" in the charter.

1. Recommended Subjects

What subjects should be included in a charter? The National Civic League has recommended a charter article for each of the following subjects:

1. Powers of the City
2. City Council
3. City Manager (or other chief administrator)
4. Administrative Departments
5. Financial Procedures
6. Planning
7. Nominations and Elections
8. Initiative and Referendum
9. General Provisions
10. Transitional Provisions

2. Models and Samples

The National Civic League has prepared a model charter, which may serve as a guide in the preparation or revision of a charter. See the following:

- *Model City Charter*, National Civic League, 1445 Market Street, #300, Denver, CO, 80202-1728, (303) 571-4343, www.ncl.org. Revised each decade: 8th edition in 2003.

Copies of current Florida city charters may be obtained from the cities themselves and are often posted on-line at city websites. Consult the FLC Municipal Directory for email addresses, and if inquiring for a copy, ask the city clerk's office for assistance. The Florida League of Cities can lend copies of the charters of several Florida cities.

3. The Charter and Home Rule

With the advent of municipal Home Rule in 1969, a municipal government is not restricted to those powers which are listed in its charter. A city may exercise any power for municipal purposes which is not explicitly prohibited by law. That being the case, the charter need not contain an exhaustive list of municipal powers.

Despite the general grant of home-rule authority, a city may not exercise powers which are prohibited to municipalities by the constitution or general law; consequently, it is useless to put such provisions into a charter, as any such provisions found in a charter are null and void.

With certain exceptions, limitations of power contained in a municipal charter prior to July 1, 1973, were nullified in 1973 by legislative enactment of Chapter 73-129, Laws.

4. Statutory Requirements

To be accepted by the Legislature, a proposed charter must meet these conditions regarding its content:

1. It must prescribe the form of government and clearly define the responsibility for legislative and executive functions.
2. It must not prohibit the city council from levying any tax authorized by the Constitution or general law.

C. PREPARATION OF A CHARTER

Preparation of a municipal charter must occur as part of the incorporation process. See the next chapter for details.

D. AMENDING A CHARTER

Amendments to a municipal charter may be proposed either by the council (by ordinance) or by registered voters (by means of a petition). Charter amendments must be approved by the city's electors in a referendum.

All parts of a charter may be amended except that part defining the boundaries of the city. Boundary changes may be made only by following the statutory procedures for annexation and contraction, found in Chapter 171, F.S. Once these procedures are followed, boundary changes may be reflected in the language of the charter by action of the council, by ordinance and without referendum.

Two other types of charter provisions may be changed without referendum. First, a municipal department which is provided for in the charter may be abolished by unanimous vote of the council. Second, charter language which has been judicially construed to be contrary to the federal or state constitution may be removed, again by unanimous vote only. In addition, in charter counties the provisions of the county charter supersede the provisions of the city ordinances. For more information

regarding charter adoption and dissolution, see the section on “Incorporation, Merger and Dissolution” in this manual.

REFERENCES

Florida Statutes: Chapters 165, 166 and 171.

RESOLUTION NO. 18-06-09

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, PROVIDING A DEFINITION FOR THE TERM "SHALL HAVE CHARGE OF" CONTAINED IN SECTION 15, CHARTER OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Pembroke Park ("Charter") defines the Town's territorial boundaries and provides for the Town government, jurisdiction, powers, franchises, immunities, privileges and means for exercising same; and

WHEREAS, Section 15 of the Charter directs the Town Commission to create specific departments for the purpose of systematically administering the operation of the Town government; and

WHEREAS, Section 15 of the Charter states that one Commissioner "shall have charge of" each of the departments specified in Section 15 of the Charter; and

WHEREAS, it is necessary for the Town Commission to define the term "shall have charge of" as it appears in Section 15 of the Charter to clarify the responsibilities of those certain Commissioners assigned to the departments created in Section 15 of the Charter; and

WHEREAS, Section 13 of the Charter vests in the Town Commission the power, by ordinance or resolution, to prescribe the manner in which any power of the Town may be exercised, including those delegated in Chapter 15 of the Charter; and

WHEREAS, the Town Commission desires to exercise the authority granted to it in Section 13 of the Charter to define the term "shall have charge of".

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

Section 1: That the above recitals are true and correct and are incorporated herein by reference.

Section 2: That the term "shall have charge of" in Section 15 of the Charter means that the Commissioners assigned to the departments specified in said Section 15 shall serve as a liaison between the Town Commission and the department heads to communicate with the department heads regarding the activities in the respective departments to which the Commissioner is assigned in order to convey that information to the Town Commission, as necessary, at the appropriate Town Commission meetings.

Section 3: That the term “shall have charge of” in Section 15 of the Charter does not confer, delegate or assign to the designated Commissioner the duty or responsibility to manage, direct, supervise, or administer the activities or employees in the respective departments to which a Commissioner is assigned.

Section 4: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

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

PASSED AND ADOPTED this 29th day of June, 2018.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

NATASHA JOSEPH
Deputy Town Clerk

RESOLUTION NO. 18-06-10

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING GEORGINA COHEN AS CLERK-COMMISSIONER OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Pembroke Park provides for the appointment of one of the Town Commissioners to serve as the Clerk-Commissioner; and

WHEREAS, the Town Commission desires to appoint Georgina Cohen as Clerk-Commissioner for the Town.

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

Section 1: That Georgina Cohen is hereby appointed to serve in the office of Clerk-Commissioner of the Town of Pembroke Park.

Section 2: 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 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 29th day of June, 2018.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

NATASHA JOSEPH
Deputy Town Clerk

RESOLUTION NO. 18-06-11

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING HOWARD P. CLARK, JR. AS COMMISSIONER IN CHARGE OF PUBLIC WORKS AND WATER; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Pembroke Park, Florida provides for the appointment of one of the Town Commissioners to serve as Commissioner for Public Works and Water; and

WHEREAS, Howard P. Clark, Jr. has expressed his willingness to serve as the Commissioner for Public Works and Water.

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

Section 1: That Howard P. Clark, Jr. is hereby appointed to be the Commissioner for Public Works and Water for the Town of Pembroke Park.

Section 2: 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 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 29th day of June, 2018.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

NATASHA JOSEPH
Deputy Town Clerk

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MEMORANDUM

TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue
Pembroke Park, Florida

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager
Myriam Jacques, Public Service Director

From: Daniel Ortiz, P.E. – Town Engineer

Date: August 14, 2020 (Revised 9-02-20)

Digitally signed by
Daniel Ortiz, P.E.
DN: C=US,
E=dortiz@ppfl.gov,
O=Town of
Pembroke Park,
CN=Daniel Ortiz,
P.E.
Date: 2020.09.03
09:40:08-0400'

SUBJECT: Sanitary Master Lift Station 34, Emergency Repairs & Discovery Findings (Rev 2)

Since the time I was hired as the new Town Engineer, beginning of July 2020, I've been reviewing documents that we have on file to familiarize myself with our current Sewer and Storm water systems.

As you probably know, the Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Beach Blvd., and is currently receiving the sanitary flow from other Town and private lift stations. The last time this Lift Station was overhauled was in 2009. The dry vault, where the old pumps were operating previously, was transformed into the new wet well. Three new submersible pumps were installed, replacing the old shaft driven ones; however, the old existing sanitary system delivering sewer into the Lift Station was not replaced. The Lift Station needs a major overhaul.

LIFT STATION PUMPS- The current ABS submersible pumps are failing and need replacement, including a new electrical control panel. This will need to be done on the next fiscal year. Currently, only one pump out of three is working, and is shutting down due to electrical issues in the control panel, such as pump starters, thermo-switches, relays, etc. An emergency bypass diesel pump has been operating since Monday, August 10, brought in by C&I Construction & Design, Inc. which is currently performing emergency repairs replacing the pump bases at the bottom of the wet well and retrofitting the anchoring system to the concrete floor. A new ABS pump was ordered, to have at least two pumps out of three operating. See summary table on the last page.

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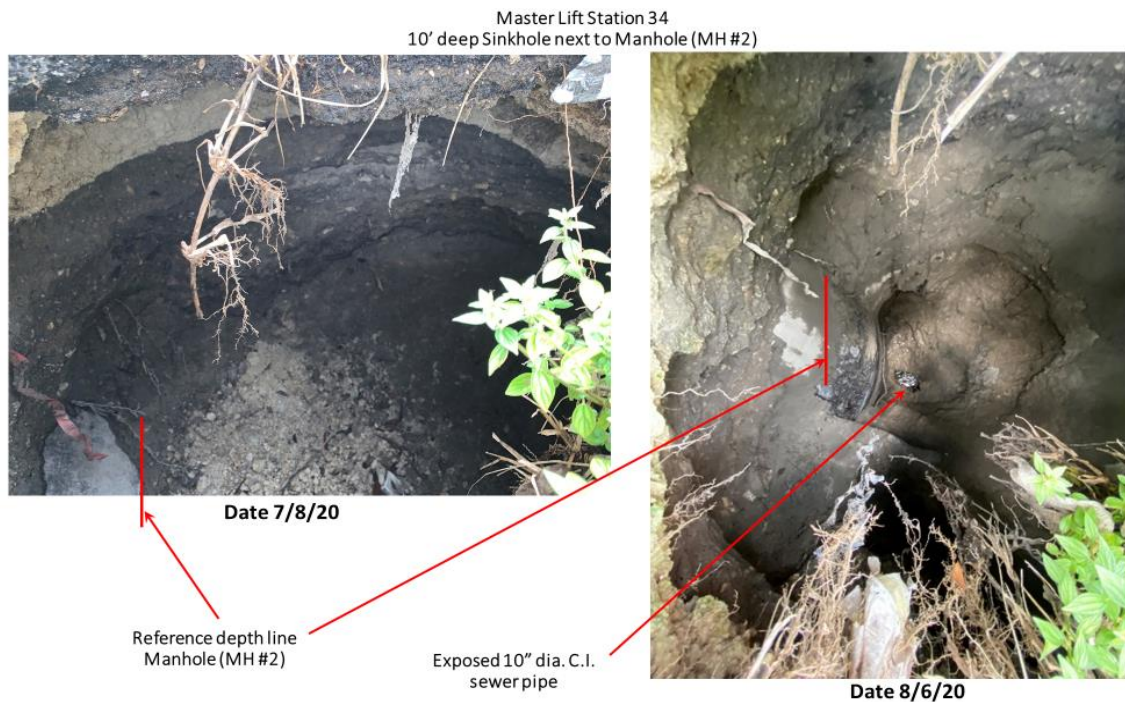
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Continue MEMO 8/14/20-Sanitary Master Lift Station 34, Emergency Repairs & Discovery

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As you can see, the existing pipe was beyond repair and needed to be replaced immediately before the sink hole collapsed even more. I recommended to replace it with a heavy-duty PVC C900 pipe. This required an open-cut trench excavation approximately 11-ft deep. See historical photos of the sinkhole below.

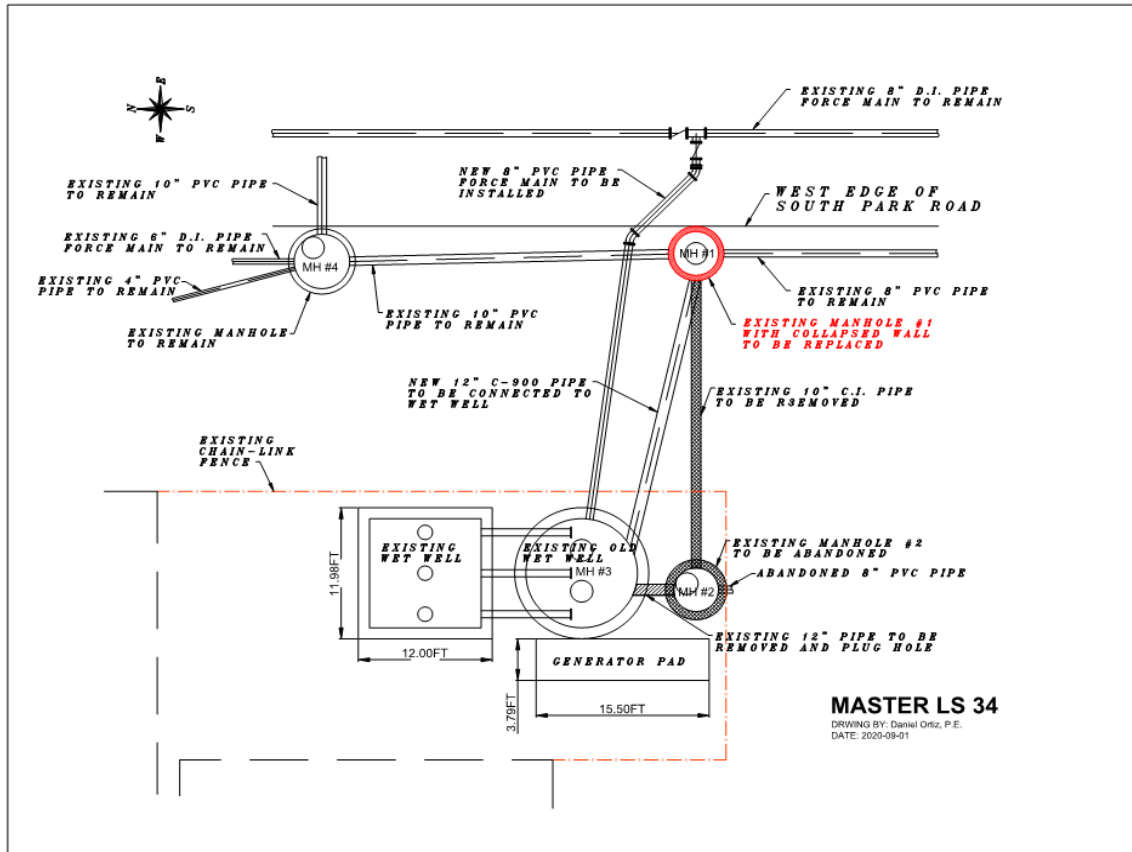


Update: while excavating the trench to install the new 12" dia. PVC sewer line connecting the Manhole (MH #1) on the street to the Old Wet Well (MH #3) inside the Lift Station, the wall of MH #1 collapsed. The concrete wall thickness was a very thin shell measuring approximately $\frac{1}{2}$ " to $\frac{3}{4}$ " thick. This was caused by a chemical decomposition and erosion of the 6" thick concrete wall. The manhole was beyond repair and needed to be replaced.

Also, the concrete walls of aging MH #2 were crumbling causing substantial amount of groundwater infiltration. Structural repairs would be required. Abandoning MH #2 and directing the sewer flow directly into the Old Wet Well (MH #3) was the best option. a new 12" dia. PVC C900 gravity sewer line was installed from MH #1 directly into Old Wet Well (MH #3). See photos for the condition of the manhole (MH #1), the existing 8" C.I. pipe that was replaced, and a drawing showing the work to be done on pages 3 and 4.



Continue MEMO 8/14/20-Sanitary Master Lift Station 34, Emergency Repairs & Discovery



Continue MEMO 8/14/20-Sanitary Master Lift Station 34, Emergency Repairs & Discovery

Following is a summary table showing the Cost of Emergency repairs to date:

Item No.	DESCRIPTION	Estimated Amount	Additional Amount ¹	Adjusted Amount	Status	Notes ¹
1	Clean debris from bottom of Old Wet Well (Manhole #3). Video recording and cleaning of sewer line from MH #1 to MH #2	\$6,500.00	\$2,000.00	\$8,500.00	Done	\$2,000.00 for the Video recording and cleaning of existing 10" C.I. sewer line from MH #1 to MH #2
2	Exploration & Repairs of existing 8" dia. Ductile Iron Force Main discharging into the Manhole (MH) #1 and applying sealing coat inside walls of MH #1.	\$24,000.00	\$0.00	\$13,980.00	Done	Original estimate included the lining of existing 10" C.I. pipe from MH #1 to MH #2. It was determined this work was not recommended. Instead, item #4 was created. Adjusted amount \$13,980.00.
3	Removing three (3) unsecured pump bases and re-anchoring with new Stainless Steel plate inside Wet Well	\$17,120.00	\$6,730.00	\$23,850.00	In progress	While removing the pump bases, they showed wear and tear and needed to be replaced. Also, special anchor bolts to secure the base plates were ordered. Additional amount of \$6,730.00
4	Remove existing 10" dia. Cast Iron pipe and replace it with new 12" dia. PVC pipe from MH #1 to MH #2, Clean Old Wet Well (MH #3), Install two (3) new Manhole rims and covers.	\$45,680.00	\$8,300.00	\$53,980.00	In progress	Field changes \$8,300.00: Install new 12" dia. gravity sewer line from MH #1 directly into Old Wet Well (MH #3) and abandon MH #2. Field exploration for locating water leak and replacing 30 ft. of 1" dia. water pipe feeding the Lift Station 34.
5	Purchase of one (1) new ABS pump.	\$28,426.00	\$0.00	\$28,426.00	In progress	The refurbishing of one existing pump in the amount of \$20,000, will take approximately 4-6 weeks. Installing a new pump in the amount of 28,426.00 will take 1-2 weeks. An RFP will need to be put out later for replacing the three pumps and new control cabinet.
6	Remove and replace MH #1 and reroute 8" dia. Force main into the Old Well (MH #3)	\$28,300.00	\$0.00	\$28,300.00	In progress	Concrete wall of aging MH #1 collapsed while installing 12" dia. pipe. Replacement of manhole was needed.
GRAND TOTALS		\$150,026.00	\$17,030.00	\$157,036.00		

- ¹ - Item 4.- Concrete wall of aging MH #2 were crumbling causing substantial amount of groundwater infiltration. Structural repairs would be needed. Abandoning MH #2 and directing the sewer flow directly into the Old Wet Well (MH #3) was the best option.

Please contact me should you have any questions or require additional information.

AGENDA ITEM REPORT



To: Town Manager
Subject: Master Lift Station #34 Emergency Repairs & Discovery Findings
Meeting: PUBLIC NOTICE - VIRTUAL REGULAR COMMISSION MEETING - September 9, 2020
Department: Public Works
Staff Contact: Daniel Ortiz,

BACKGROUND INFORMATION:

The Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Beach Blvd., and is currently receiving the sanitary flow from other Town and private lift stations. The last time this Lift Station was overhauled was in 2009. The dry vault, where the old pumps were operating previously, was transformed into the new wet well. Three new submersible pumps were installed, replacing the old shaft driven ones; however, the old existing sanitary system delivering sewer into the Lift Station was not replaced. The Lift Station needs a major overhaul.

FINANCIAL IMPACT:

\$157,036.00

RECOMMENDATION:

Replace existing 8" dia. Cast Iron gravity sewer pipe with 12" dia. PVC C900 pipe.
Abandon Manhole #2 (MH #2) and reroute 12" dia. PVC C900 pipe from MH #1 to Old Wet Well (MH #3).
Replace aging MH #1.

ATTACHMENTS:

[MEMO 08-14-20 Emergency Repairs Master Lift Stion 34 \(Rev 9-02-20\)](#)

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MEMORANDUM

TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue
Pembroke Park, Florida

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager
Myriam Jacques, Public Service Director

From: Daniel Ortiz, P.E. – Town Engineer

Date: August 14, 2020 (Revised 9-02-20)

Digitally signed by
Daniel Ortiz, P.E.
DN: C=US,
E=dortiz@ppfl.gov,
O=Town of
Pembroke Park,
CN=Daniel Ortiz,
P.E.
Date: 2020.09.03
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SUBJECT: Sanitary Master Lift Station 34, Emergency Repairs & Discovery Findings (Rev 2)

Since the time I was hired as the new Town Engineer, beginning of July 2020, I've been reviewing documents that we have on file to familiarize myself with our current Sewer and Storm water systems.

As you probably know, the Master Lift Station 34 (MLS 34) is an aging infrastructure, located on S Park Road, north of Hallandale Beach Blvd., and is currently receiving the sanitary flow from other Town and private lift stations. The last time this Lift Station was overhauled was in 2009. The dry vault, where the old pumps were operating previously, was transformed into the new wet well. Three new submersible pumps were installed, replacing the old shaft driven ones; however, the old existing sanitary system delivering sewer into the Lift Station was not replaced. The Lift Station needs a major overhaul.

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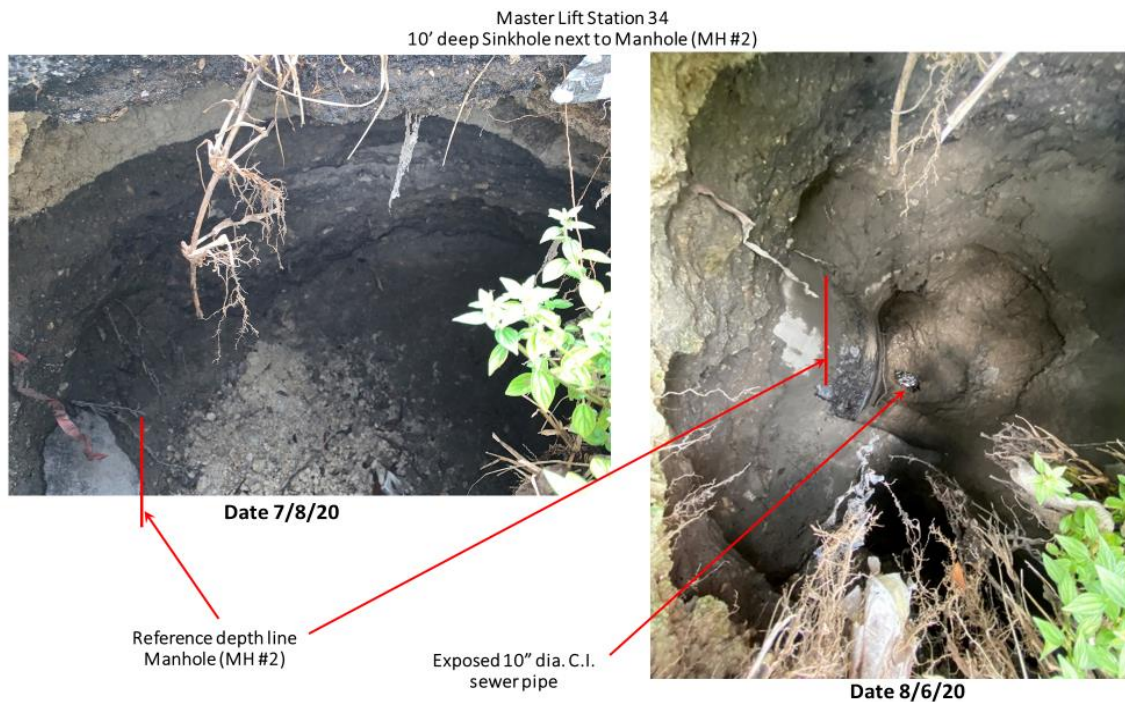
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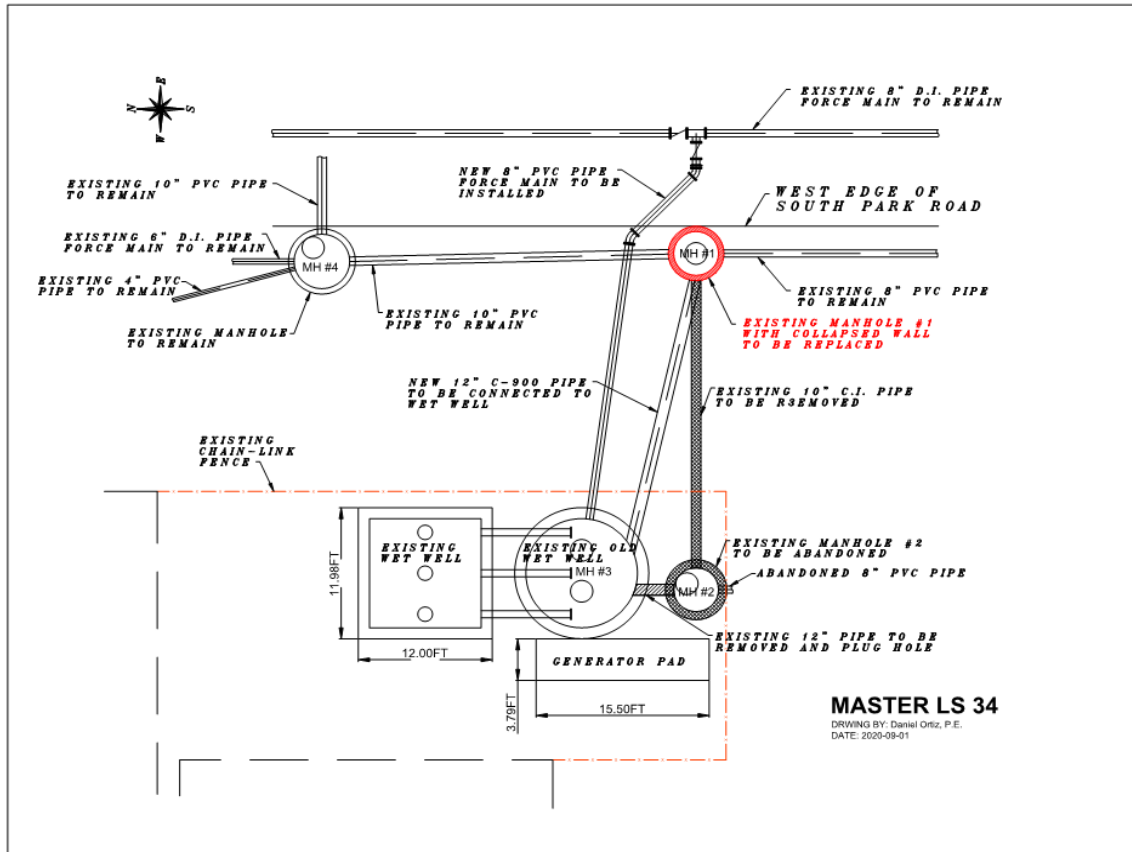


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