



Town of Pembroke Park

Agenda

REGULAR COMMISSION MEETING
Tuesday, November 10, 2020 @ 7:00 PM
Council Chambers

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Vice Mayor Clark
Clerk Commissioner Jacobs
Commissioner Cohen
Commissioner Dieuveille

15. ANNOUNCEMENTS

Turkey Giveaway, Monday November 23rd from 4PM to 8PM
Workshop Commission Meeting - Tuesday, November 24th
Regular Commission Meeting - Wednesday, December 9th
Toy Drive, Thursday, December 17th from 4PM to 9PM

16. 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.



DECLARATION OF EMERGENCY REGULATIONS

(COVID-19 State of Emergency – November 10, 2020)

TOWN OF PEMBROKE PARK EXTENTIONS OF DECLARATION OF STATE OF EMERGENCY

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the ability to spread rapidly among humans and animals and may result in serious illness or death, constituting a clear and present danger to the lives, health, welfare, and safety of the residents of the Town of Pembroke Park; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19; and

WHEREAS, pursuant to Chapter 252, Florida Statutes, the Town of Pembroke Park declared a State of Local Emergency on March 9, 2020; and

WHEREAS, Florida Statutes require that the duration of each state of emergency declared locally is limited to 7 days but may be extended, as necessary, in 7-day increments.

NOW, THEREFORE, be it resolved by the Town of Pembroke Park, Florida:

Section 1. Extension of Declaration of Emergency Regulations. The Declaration of Emergency originally declared by the Town on March 9 is hereby extended as of November 10, 2020.

Section 2. Renewal of Emergency Regulations. This Declaration of Emergency Regulations shall renew every seven (7) days hereafter. This declaration will expire in conjunction with State of Florida Emergency Order 20-52.

Vice Mayor

Town Manager Juan C. Jimenez

EMERGENCY ORDINANCE NO. 2020-009

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ARRANGE FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND FOR ATTENDANCE BY USE OF SUCH TECHNOLOGY BY ELECTED AND APPOINTED OFFICIALS DURING A DECLARED PUBLIC HEALTH EMERGENCY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death, constituting a clear and present threat to the lives, health, welfare, and safety of the people of the Town of Pembroke Park; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19; and

WHEREAS, the Town of Pembroke Park has extended the Declaration of Emergency Regulations originally declared on March 9, 2020, by the Town with an emergency in a “Declaration of Emergency Regulations” dated November 10, 2020;

WHEREAS, Governor DeSantis’ Executive Orders 20-51 and 20-52 also contain

a recommendation to limit public gatherings; and

WHEREAS, Florida Law, including Florida Statutes Sections 286.011 and 166.041, requires that meetings of elected and appointed officials, for the conduct of public business, must be held following procedures (notice, access to meetings, opportunity to be heard, the taking of minutes) that ensure that the public is able to participate in and be aware of the decision making process (the “Sunshine Law”); and

WHEREAS, public meetings have traditionally been conducted in spaces with people in close proximity with each other and in groups varying in size, but generally much larger than ten people; and

WHEREAS, due to the apparent ability to spread rapidly among humans, during this declared State of Emergency, the traditional public meeting, including compliance with the physical quorum and public attendance requirements of the Sunshine Law, may unnecessarily expose the residents of the Town of Pembroke Park, the Town’s elected officials, appointed board and commission members, and employees to COVID-19; and

WHEREAS, the Governor’s Executive Order 20-52 acknowledges that special duties and responsibilities placed on state, regional and local agencies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances and orders they administer; and

WHEREAS, specifically, Section 4(D) of Executive Order 20-52 provides for political subdivisions within the State to “waive the procedures and formalities otherwise required . . . by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the community;

- 2) Entering into contracts . . . ;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
- 8) Appropriation and expenditure of public funds.”; and

WHEREAS, therefore, Executive Order 20-52 authorizes the Town Commission to take prudent action to ensure the health, safety, and welfare of the community, which necessarily includes holding virtual public meetings; and

WHEREAS, on September 4, 2020, Governor DeSantis signed Executive Order 20-213 which extended Order 20-52 through November 3, 2020; and

WHEREAS, Governor DeSantis recognized this action was necessary as, on March 20, 2020, he rendered Executive Order 20-69, suspending the physical quorum requirement for local government public meetings; and

WHEREAS, Governor DeSantis has extended Executive Order 20-69 several times with the last extension taking place on September 30, 2020, Executive Order 20-246, allowing public meetings to continue virtually through November 1, 2020; and

WHEREAS, Chapter 252, Florida Statutes, among other things, confers upon the Town Commission the emergency powers provided for in Chapter 252 in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to “make, amend, and rescind such orders and rules as are necessary for

emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31 -252.90, but which are not inconsistent with any orders or rules adopted by the division or by any state agency exercising a power delegated to it by the Governor or the division.” Section 252.46(1), Florida Statutes; and

WHEREAS, COVID-19 threatens the public health, safety, welfare and security of the citizens, residents and visitors of the Town of Pembroke Park, Florida; and

WHEREAS, as of November 2, 2020, the Florida Department of Health reports a total number of COVID-19 cases of 812,063 with 17,043 deaths in Florida and 53,151 cases and 1,595 deaths in Palm Beach County; and

WHEREAS, the Town Commission finds there is a clear and present danger in holding a public “in person” meeting for those attending and those who come in contact with those attending; and

WHEREAS, the current outbreak of COVID-19 has made the Town Commission acutely aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing public officials, Town personnel or members of the public to a risk of infection while ensuring public access and open government; and

WHEREAS, the technology exists to conduct public meetings using technology in which the Town can comply with the provisions of the Sunshine Law while preserving human life; and

WHEREAS, since Executive Order 20-69 was rendered by the Governor, the Town and its various boards and commissions have conducted virtual public meetings; and

WHEREAS, the Town's virtual public meetings provide for the public to comment live over the phone, via email, or live in person at a designated location at Town Hall for those without phone or email access; and

WHEREAS, the technology and methods to hold virtual public meetings by the Town provide broader access to the general public to watch, listen to, or comment on public business; and

WHEREAS, the Town is unaware of any person that has been unable to view or participate in any virtual meeting held to date; and

WHEREAS, the Town Commission also possesses broad home rule powers that authorize it to protect the public health, safety, and welfare, declare emergencies, and protect its citizens; and

WHEREAS, although the Governor's Executive Order 20-246 expired on November 1, 2020, before the Town Commission could hold two public meetings to pass a traditional Ordinance in accordance with Section 166.041, Florida Statutes, Section 166.041(3)(b) allows a municipality to enact an emergency ordinance in one meeting if approved by a two-thirds vote of the governing body; and

WHEREAS, the Town Commission finds that it is in the best interests of the Town Commission, its Boards, Commissions, Committees, Town personnel, and citizens and residents of the Town to authorize the Town Manager to provide for the Town Commission and members of all Boards, Commissions and Committees to be able to attend meetings electronically during a declared public health emergency.

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

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Section 2-42 of the Town Code Amended. Section 2-42 of the Town Code is amended to read as follows:

Sec. 2-42. - Date and time for regular meetings.
The Town Commission shall meet for regular meetings on the second Wednesday of each and every month ~~in the Town Hall~~ at the hour of 7:00 p.m.; or as soon thereafter as possible. In the event of a holiday, or other special circumstance, the Town Commission, by majority vote, may reschedule, cancel or continue a regular meeting of the Town Commission.

SECTION 3. Pursuant to the Town’s Charter and Code of Ordinances, the home rule authority of the Town Commission, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis’ Executive Order 20-52, and based upon the Legislative Findings set forth in the above stated recitals, the Town Manager is hereby authorized, during a declared public health emergency, to arrange for the Town Commission, and all Boards, Commissions and Committees to meet electronically. Such meetings shall be planned and conducted in consultation with the Town Attorney’s Office to ensure, to the extent practicable, substantial compliance with Section 286.001, Florida Statutes, “Florida’s Sunshine Law.”

SECTION 4. All ordinances or parts of ordinances in conflict herewith shall be and hereby are repealed.

SECTION 5. If any section, subsection, clause or provision of this Emergency Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. This Emergency Ordinance shall take effect immediately.

Section 5: 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:

Town of Pembroke Park
Emergency Ordinance No. 2020-009

GEOFFREY JACOBS
Clerk Commissioner

HOWARD P. CLARK
Vice Mayor Commissioner

I HEREBY CERTIFY that I have approved
the form and correctness of this Ordinance

MELISSA ANDERSON
Town Attorney

VOTE

HOWARD P. CLARK, JR.

GEORGINA COHEN

GEOFFREY JACOBS

REYNOLD DIEUVEILLE



TOWN OF PEMBROKE PARK

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

VIRTUAL WORKSHOP COMMISSION MEETING MINUTES Wednesday, September 23, 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:

**Special Commission Meeting
Wednesday, September 23, 2020 6:00 PM – 11:00 PM
You can dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (517) 317-3116
Access Code: 134-596-013**

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@tppfl.gov

Workshop Commission Meeting
September 23, 2020

Page 1 of 8

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:09 pm by Mayor 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 and other staff.

CALL TO ORDER by Mayor Mohammed at 6:09pm.

PLEDGE OF ALLEGIANCE: led by Mayor and Commissioners.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA:

VICE MAYOR CLARK ADDED TO THE AGENDA A CONCERNED CITIZEN LETTER

TOWN PLANNER

Fence Encroachment - Town Planner Miller

ITEM ADDED TO CONSENT AGENDA 10-14-2020

Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

BUILDING AND CODE ENFORCEMENT DEPARTMENT

Proposed Building Department Fee Schedule for FY 20-21 - Interim Building Official Nunez

ITEM ADDED TO CONSENT AGENDA 10-14-2020

Building Department Report - Interim Building Official Nunez

REPORT GIVEN TO THE COMMISSION FOR REVIEW

PUBLIC SERVICE DEPARTMENT

3520 WHBB Sewer Improvements - Vice Mayor Clark, Interim Public Services Director Jacques

ITEM ADDED TO CONSENT AGENDA 10-14-2020

TOWN BUSINESS

Public Storage - Sign Variance - Vice Mayor Clark, Interim Public Services Director Jacques,

Town Attorney Ryan

ITEM ADDED TO CONSENT AGENDA 10-14-2020

Workshop Commission Meeting

September 23, 2020

Konoinia Church - Legal opinion Broward County traffic ways right-of-way - Vice Mayor Clark,
Town Attorney Ryan

Meeting was recessed at 7:02pm

Meeting resumed at 7:12 pm

FINANCE DEPARTMENT

Bills over \$500 - Assistant Finance Director Taubenfeld
ITEM ADDED TO CONSENT AGENDA 10-14-2020

Renewal for Adobe Acrobat 1-year License - IT Administrator Pakula
ITEM ADDED TO CONSENT AGENDA 10-14-2020

BUILDING AND CODE ENFORCEMENT DEPARTMENT

Building Platinum - Interim Building Official Nunez
ITEM ADDED TO CONSENT AGENDA 10-14-2020

Code Enforcement Report - Chief Code Enforcement Officer Louis
REPORT GIVEN TO THE COMMISSION FOR REVIEW

TOWN BUSINESS

Konoinia Church - Legal opinion Broward County traffic ways right-of-way - Vice Mayor Clark,
Town Attorney Ryan
TOWN ATTORNEY WILL ADDRESS

PUBLIC SERVICE DEPARTMENT

3520 WHBB Sewer Improvements - Vice Mayor Clark, Interim Public Services Director Jacques
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

FINANCE DEPARTMENT

Air conditioning for the server room - IT Administrator Pakula
ITEM ADDED TO CONSENT AGENDA 10-14-2020

Blue Beam software for the Building Department - IT Administrator Pakula
ITEM ADDED TO CONSENT AGENDA 10-14-2020

HUMAN RESOURCES DEPARTMENT

Town Attorney Contract - Town Attorney Ryan
RESOLUTION NO. 2020-112 A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE
AND ENTER INTO THE EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY
WITH MELISSA P. ANDERSON;**AUTHORIZING AND DIRECTING THE APPROPRIATE
TOWN OFFICIALS TO EXECUTE SAID EMPLOYMENT AGREEMENT FOR AND ON
Workshop Commission Meeting
September 23, 2020

BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

APPROVED AT THE 09 29 2020 BUDGET HEARING

Personnel Manual - Clerk Commissioner Jacobs, Human Resource Director Menegazzo
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Organizational Chart - Vice Mayor Clark, HR Director Menegazzo
ITEM ADDED TO CONSENT AGENDA 10-14-2020

Succession Plan and Salary Adjustment for Michelle Grooms BTR and Billing Administrator
Position - HR Director Menegazzo, Assistant Finance Director Taubenfeld
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Approval of increase in salary for Events Coordinator/Administrative Assistant to
Commissioners Brown - Clerk Commissioner Jacobs, Commissioner Dieuville
ITEM APPROVED THROUGH THE BUDGET

Resolution for Interim Public Services Director Jacques - Vice Mayor Clark
RESOLUTION 2020-114 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF PEMBROKE PARK, FLORIDA, **APPOINTING MYRIAM JACQUES AS INTERIM
PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES
DIRECTOR'S COMPENSATION;** SUPERSEDING CONFLICTING RESOLUTIONS AND
PROVIDING AN EFFECTIVE DATE.
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Approval of increase for Interim Public Services Director Jacques - Vice Mayor Clark, Town
Manager Jimenez, HR Director Menegazzo
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Approval to Attend Training to Obtain Stormwater Operator Certificate and MS4 Certification -
Vice Mayor Clark, Interim Public Services Director Jacques
ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

PUBLIC SERVICE DEPARTMENT

Awarded and Recommended Funding (or Grants) for Projects - Vice Mayor Clark, Interim
Public Services Director Jacques
AND

Monthly Status Report for Public Services Projects - Vice Mayor Clark, Interim Public Services
Director Jacques
REPORT WAS GIVEN TO COMMISSION FOR REVIEW

Renovations for Public Services and Commissioner Offices' - Vice Mayor Clark, Interim Public
Services Director Jacques

Workshop Commission Meeting
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ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

TOWN BUSINESS

Special Election Details - Vice Mayor Clark, Town Attorney Ryan, Deputy Town Clerk Martell

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Update of Projects - Vice Mayor Clark, Interim Public Services Director Jacques

Agro-Eco - Hands on Broward

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Florida League of Cities - Land Use and Economic Development Committee - Vice Mayor Clark
Annexation

MEETING NEEDS TO BE SET UP

Issuing Credit Cards - Vice Mayor Clark, Town Manager Jimenez, Assistant Finance Director
Taubenfeld

ITEM FORWARDED TO FUTURE MEETING

Ole Wingo Report - Vice Mayor Clark

WHITE BOOK IS AVAILABLE

Furniture for Mayor's Office - Clerk Commissioner Jacobs

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

Broward Sheriff Office Outstanding Invoices - Clerk Commissioner Jacobs, Assistant Finance
Director Taubenfeld

A MEETING NEEDS TO BE SET UP WITH THE BSO TO DISCUSS THE CONTRACT
BILLS WILL BE PAID

Code of Conduct Resolution - Mayor Mohammed, Town Attorney Ryan

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.

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

ORDINANCES

Town Attorney Ordinance - Town Attorney Ryan

ORDINANCE NO. 2020-008A AN ORDINANCE OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2,
ADMINISTRATION;**PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF**

Workshop Commission Meeting
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TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS, COMPENSATION AND DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY;PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2020-008B AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; **PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY;** PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020 (OPTION B)

Amending the Emergency Powers Ordinance - Mayor Mohammed, Town Attorney Ryan

ORDINANCE NO. 2020-007 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATING TO CHAPTER 2, ADMINISTRATION; AMENDING ARTICLE IV, EMERGENCY MANAGEMENT; PROVIDING FOR DELETION OF SECTIONS 2-101 THROUGH 2-106; PROVIDING FOR NEW SECTIONS ENTITLED INTENT AND OBJECTIVES, DECLARATION OF STATE OF EMERGENCY BASED UPON SUBSTANTIAL HARM, DECLARATION OF STATE OF EMERGENCY BASED UPON CIVIL UNREST, NOTICE, DISCRETIONARY EMERGENCY MEASURES OF THE TOWN MANAGER, CLEARING OF DEBRIS FROM PRIVATE STREETS, ROADS, AND ROADWAYS, AND OTHER PRIVATE PROPERTY AFTER A DECLARED EMERGENCY OR DISASTER, PENALTY, AND IMMUNITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

ITEM FORWARDED TO THE REGULAR COMMISSION MEETING 10 14 2020

ADDITION TO AGENDA - 2020-006 Police Department Ordinance

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

SECOND READING AT THE REGULAR COMMISSION MEETING 10-14-2020

Workshop Commission Meeting
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DISCUSSION OF LETTER SUBMITTED BY RESIDENT. VICE MAYOR ASKED THE TOWN ATTORNEY TO CREATE FOR THE NEXT MEETING A RESOLUTION REMOVING CLERK COMMISSIONER JACOBS DUTIES A POLICE DEPARTMENT LIAISON AND CLERK'S OFFICE.

ANNOUNCEMENTS

Hands on Broward every Saturday from 1 to 5 PM at the Community Garden

Clerk Commissioner Jacobs Comments:

Building department buildout RFP is going out soon

ADJOURNMENT

With no further items for discussion, meeting adjourned at 10:28 pm. 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 (td).

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

Workshop Commission Meeting
September 23, 2020

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, October 14, 2020
7:00 PM

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

Town Manager JC Jimenez
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 October 14, 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): 1 877 309 2073

United States: +1 (646) 749-3129

Access Code: 676-358-085

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@tppfl.gov

CALL TO ORDER by Mayor Mohammed at 7:04 PM.

ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 7:04 pm by Mayor Mohammed. Present at the meeting were Mayor Mohammed; Vice Mayor Clark; Clerk Commissioner Jacobs; Commissioner Cohen and Commissioner Reynold Dieuveille.

Additional staff in attendance via telephone were: Town Manager JC Jimenez, Town Attorney Christopher Ryan; Deputy Town Clerk Marlen D. Martell; Assistant Finance Director Harry Taubenfeld; Assistant to the Town Clerk Suzi Reutlinger; 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.

ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA.

7.8 Change amount to \$19,140.00

8.7 ADDED Personnel Status Change

8.8 ADDED Revised Resolution Tyler

8.13 To be combined with 8.14

8.14 ADDED Revised Layout and Estimate

9.2 Removed

10.1 Removed

11.2 Removed

ADD Discussion on Local Foods/Local Places 2020 – Grant Application – Vice Mayor

MOTION TO ADOPT THE MODIFIED AGENDA MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE. MOTION PASSED 4-1. Clerk Commissioner Jacobs opposed.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Robert Janzer spoke on record and submitted documents
Ellen Roche spoke on record
Randy Cohen Spoke on record
Lillian Page spoke on record
3 Letters from residents were read into the record by the Town Clerk

Public Storage - Sign Variance - Vice Mayor Clark, Interim Public Services Director Jacques, Town Attorney Anderson
MOTION TO APPROVE THE SIGNED VARIANCE FOR PUBLIC STORAGE MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

CONSENT AGENDA

APPROVAL OF MINUTES - Clerk Commissioner Jacobs, Deputy Town Clerk Martell

08 26 2020 Special Commission Meeting
08 27 2020 Executive Special Meeting
09 09 2020 Regular (1) (2)
09 16 2020 Budget Hearing
09 16 2020 Special Commission Meeting Grant
09 29 2020 Budget Hearing Meeting

Fence Encroachment - Town Planner Miller

RESOLUTION NO. 2020-117 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A LICENSE AGREEMENT WITH 2757 S PARK LLC, A FLORIDA LIMITED LIABILITY COMPANY;** AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Building Platinum - Interim Building Official Nunez

RESOLUTION NO. 2020-093 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN BUILDING DEPARTMENT TO PARTICIPATE IN THE ALLIANCE PLANTINUM PERMITTING PROGRAM;** AUTHORIZING CHIEF BUILDING OFFICIAL MIGUEL A. NUÑEZ TO

3

DESIGNATE TOWN CONCIERGES FOR THE PROGRAM; SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Bills Over \$500 - Assistant Finance Director Taubenfeld

Fiscal Year End Bank Balances - Assistant Finance Director Taubenfeld

Revenue & Expense Summary as of 9-30-2020 - Assistant Finance Director Taubenfeld
Employee Leave Report - Assistant Finance Director Taubenfeld

Health Reimbursement Account - Assistant Finance Director Taubenfeld

Proposed Building Department Fee Schedule for FY 20-21 - Interim Building Official Nunez
RESOLUTION NO. 2020-115

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK,
FLORIDA, **ESTABLISHING A SCHEDULE OF BUILDING PERMIT AND
PROCESSING FEES FOR THE TOWN OF PEMBROKE PARK BUILDING
DEPARTMENT**; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Renewal for Adobe Acrobat 1-year License - IT Administrator Pakula

Air conditioning for the server room - IT Administrator Pakula

Blue Beam software for the Building Department - IT Administrator Pakula

MOTION TO APPROVE THE CONSENT AGENDA MADE BY VICE MAYOR CLARK,
SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 5-0.**

NEW BUSINESS

Removal of Clerk Commissioner Jacobs duties as Clerk Commissioner - Vice Mayor Clark
RESOLUTION NO. 2020-119 A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA **REMOVING COMMISSIONER JACOBS AS
CLERK-COMMISSIONER AND APPOINTING _____ AS CLERK-COMMISSIONER
OF THE TOWN OF PEMBROKE PARK, FLORIDA**; SUPERSEDING CONFLICTING
RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2020-119 WITH REGARD TO EACH
COMMISSIONER VOTE BASED ON INFORMATION GIVEN TODAY MADE BY VICE
MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION DIES 3-2.**
Commissioner Cohen, Commissioner Dieuville and Clerk Commissioner Jacobs opposed.

NEW BUSINESS

Removal of Clerk Commissioner Jacobs duties as Police Liaison - Vice Mayor Clark

RESOLUTION NO. 2020-120 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **REMOVING COMMISSIONER JACOBS AS POLICE-LIAISON AND APPOINTING _____ AS POLICE-LIAISON** OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MAYOR MOHAMMED PASSED GAVEL TO COMMISSIONER COHEN

MOTION TO ADOPT RESOLUTION 2020-120 MADE BY VICE MAYOR CLARK, SECONDED BY MAYOR MOHAMMED, **MOTION DIES 3-2.** Commissioner Cohen, Commissioner Dieuveille and Clerk Commissioner Jacobs opposed.

COMMISSIONER COHEN PASSED THE GAVEL BACK TO MAYOR MOHAMMED

MAYOR MOHAMMED PASSED GAVEL TO COMMISSIONER COHEN

Vice Mayor Clark stated he wanted to bring forth a non-agenda item nominating himself as Mayor, Commissioner Cohen the Vice Mayor and Commissioner Dieuveille the Clerk Commissioner. MOTION TO BRING UP A NON-AGENDA ITEM MADE BY VICE MAYOR CLARK, SECONDED BY MAYOR MOHAMMED, **MOTION DIES 3-2.** Commissioner Cohen, Commissioner Dieuveille and Clerk Commissioner Jacobs opposed.

Redistribution of all Commissioners' Duties - Clerk Commissioner Jacobs

MOTION TO TABLE AND FORWARD TO THE NEXT WORKSHOP MADE BY CLERK COMMISSIONER JACOBS, SECONDED TO COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

8.4 Special Election Details - Vice Mayor Clark, Town Attorney Anderson, Deputy Town Clerk Martell

Discussion as to the date and cost of hosting a Special Election. The next possible date to hold an election would be March 9, 2021 and the cost is approximately \$9,000.00

MOTION TO FORWARD THIS ITEM TO THE NEXT WORKSHOP MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0.**

8.5 Succession Plan and Salary Adjustment for Michelle Grooms BTR and Billing Administrator Position - HR Director Menegazzo, Assistant Finance Director Taubenfeld

MOTION TO APPROVE INCREASE MICHELLE GROOMS PAY TO \$83,184.56 MADE BY COMMISSIONER DIEUVEILLE, SECONDED BY VICE MAYOR CLARK, **MOTION PASSED 5-0**

8.6 Resolution for Interim Public Services Director Jacques and approval of salary increase - Vice Mayor Clark, Town Manager Jimenez, HR Director Menegazzo

RESOLUTION 2020-114- A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MYRIAM JACQUES AS INTERIM PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC SERVICES DIRECTOR'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION 2020-114 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSED 5-0**

8.7 Resolution designating Harry Taubenfeld as the Interim Finance Director and retroactive pay - Town Manager Jimenez, HR Director Menegazzo

RESOLUTION NO. 2020-124 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING BACK PAY FOR ASSISTANT BUDGET AND FINANCE DIRECTOR HARRY TAUBENFELD;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO AUTHORIZE BACKPAY FOR ASSISTANT BUDGET AND FINANCE DIRECTOR HARRY TAUBENFELD MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSED 4-1.** Mayor Mohammed opposed.

8.8 COMMUNITY DEVELOPMENT & FINANCIAL SOFTWARE - IT Administrator Pakula and Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-121

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DUDE SOLUTIONS, INC. FOR THE PURCHASE OF COMMUNITY DEVELOPMENT AND FINANCIAL SOFTWARE AT A COST OF \$99,167.40 FOR THE FIRST TERM;** 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.

AND

RESOLUTION NO. 2020-126

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR FINANCIAL ACCOUNTING SOFTWARE;** AUTHORIZING THE MAYOR AND APPROPRIATE

6

TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENT FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION # 2020-121 AND 2020-126 MADE BY VICE MAYOR CLERK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

8.9 Foster & Foster - Town Manager Jimenez, Assistant Finance Director Taubenfeld

RESOLUTION NO. 2020-122

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH FOSTER AND FOSTER, INC. FOR ACTUARIAL SERVICES AT A COST OF \$3,040 FOR FISCAL YEAR 2020 AND \$1850 FOR FISCAL YEAR 2021;** 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 # 2020-122 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

8.10 Waste Management Contract Renewal - Town Manager Jimenez

RESOLUTION NO. 2020-118

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN TOWN OF PEMBROKE PARK AND WASTE MANAGEMENT INC. OF FLORIDA FOR FURNISHING SOLID WASTE COLLECTION SERVICES;** AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID THIRD AMENDMENT FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO ADOPT RESOLUTION # 2020-118 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 4-1.** COMMISSIONER DIEUVEILLE DID NOT VOTE.

8.11 Public Storage - Sign Variance - Vice Mayor Clark, Interim Public Services Director Jacques, Town Attorney Anderson

FDOT Condemnation - Vice Mayor Clark, Interim Public Services Director Jacques

MOTION TO TABLE ITEM TO WORKSHOP MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN. **MOTION PASSES 5-0.**

Furniture for Mayor and Town Attorney Office - Clerk Commissioner Jacobs

AND

Renovation of Administrative Assistant/Events Coordinator's Office - Clerk Commissioner Jacobs and Administrative Assistant Brown

MOTION TO ORDER TOWN ATTORNEY OFFICE FURNITURE NOT TO EXCEED \$4,000.00, AND TO OBTAIN 2 QUOTES FOR OTHER OFFICE FURNITURE MADE BY CLERK COMMISSIONER JACOBS, SECONDED BY VICE MAYOR CLARK, **MOTION PASSES 5-0.**

OLD BUSINESS

Renovations for Public Services - Vice Mayor Clark, Interim Public Services Director Jacques
MOTION TO FORWARD ITEM TO WORKSHOP MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Organizational Chart - Vice Mayor Clark, HR Director Menegazzo

RESOLUTION NO. 2020-125 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING AND ADOPTING THE TOWN OF PEMBROKE PARK NEW ORGANIZATIONAL CHART**; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

MOTION TO HAVE I.T. WILL BE A DEPARTMENT HEAD AND UNDER MANAGEMENT AS A SEPARATE LINE MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

VICE MAYOR CLARK SUGGESTED TO MOVE I.T. UNDER THE TOWN MANAGER, AND TO HAVE THE I.T. CHANGE HIS TITLE TO I.T. DIRECTOR.
PER TOWN ATTORNEY ANDERSON, TO BRING RESOLUTION TO NEXT MEETING.
TOWN MANAGER TO BRING THIS ITEM BACK WITH CHANGES AND GET ORGANIZATIONAL CHART BACK.

MOTION TO ADOPT RESOLUTION 2020-125 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Broward Sheriff Office Outstanding Invoices from Fiscal Year 2018/2019 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld

MOTION TO DIRECT THE FINANCE DEPARTMENT TO PAY THE OUTSTANDING INVOICE FOR \$29,000.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

Plante Moran - Outstanding Invoice from 2018 - Clerk Commissioner Jacobs, Assistant Finance Director Taubenfeld

MOTION TO PAY 2018 INVOICE FOR PLANTE MORAN FOR SERVICES RENDERED BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Building Department - Surplus Corrective Action Needed - Interim Building Official Nunez, Assistant Finance Director Taubenfeld

8

MOTION TO SPEND SURPLUS ON RENOVATIONS OF \$460,840.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

52nd Avenue Budget Increase - Vice Mayor Clark, Interim Public Services Director Jacques
MOTION TO INCREASE 52ND AVENUE BUDGET NOT TO EXCEED \$460.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

MOTION TO INCREASE SCANNING FOR PIPE ON 52ND AVE. NOT TO EXCEED \$2,000.00 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

ORDINANCES - 1ST READING

Town Attorney Ordinance - Town Attorney Anderson

ORDINANCE NO. 2020-008 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; **PROVIDING FOR THE ESTABLISHMENT OF THE OFFICE OF TOWN ATTORNEY, APPOINTMENT, QUALIFICATIONS AND COMPENSATION; PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THE TOWN ATTORNEY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.**

MOTION TO ADOPT ORDINANCE OPTION B 2020-008 MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**
SECOND READING NOVEMBER 10, 2020 AT 7:00PM

ORDINANCES - 2ND READING

SECOND READING

2020-006 Police Department Ordinance- Clerk Commissioner Jacobs, Town Attorney Anderson

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.

MOTION TO ADOPT ORDINANCE 2020-006 MADE BY VICE MAYOR CLARK AND SECONDED BY COMMISSIONER DIEUVEILLE, **MOTION PASSES 5-0.**

DISCUSSION/ UPDATES

Tallahassee in November and Broward Days in March - Clerk Commissioner Jacobs and Administrative Assistant Brown

MOTION MADE TO ALLOW CLERK COMMISSIONER JACOBS AND VICE MAYOR CLARK TO TRAVEL TO TALLAHASSEE FOR 5 DAYS NOT TO EXCEED \$2,500.00 PER PERSON MADE BY COMMISSIONER COHEN, SECONDED BY VICE MAYOR CLARK, **MOTION PASSES 5-0.**

COMMISSIONER COHEN SUGGESTED TO ADDFRESS BROWARD DAYS IN A DIFFERENT MEETING.

Turkey Giveaway Update - Clerk Commissioner Jacobs and Administrative Assistant Brown
TURKEY GIVEAWAY NOVEMBER 23RD FROM 4-8PM

Update of Projects - Vice Mayor Clark, Interim Public Services Director Jacques
Agro-Eco - Hands on Broward
DISCUSSION ONLY, NO ACTION

SW 30th Avenue Property Flooding issue from property owner Mike Mears - Vice Mayor Clark
MOTION TO HAVE THE TOWN ATTORNEY WRITE A LETTER TO PROPERTY OWNER MIKE MEARS MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Sewer Master Plan - Vice Mayor Clark and Interim Public Services Director Jacques
MOTION TO BRING THE SEWER MASTER PLAN UP TO DATE MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

Stormwater Master Plan - Vice Mayor Clark and Interim Public Services Director Jacques
MOTION TO BRING THE STORMWATER MASTER PLAN UP TO DATE MADE BY VICE MAYOR CLARK, SECONDED BY COMMISSIONER COHEN, **MOTION PASSES 5-0.**

COMMISSIONER COMMENTS –

Commissioner Dieuveille stated that the personal attacks need to stop.

ATTORNEY REPORTS - NONE

TOWN MANAGER REPORTS - NONE

ANNOUNCEMENTS - NONE

ADJOURNMENT

With no further items for discuss, meeting adjourned at 10:46pm. Mayor Mohammed motioned for adjournment, seconded by Commissioner Cohen, **MOTION PASSED 5-0.**

10

NEXT WORKSHOP TOWN COMMISSION MEETING is scheduled for Wednesday, October 28, 2020.

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 (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
Bills Over \$500
November 10, 2020
Commission Meeting**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
349485	Municode	Online Code Hosting October 1, 2020-September 30, 2021	Admin	\$ 950.00
1004	Ryan & Ryan LLC	Matters Regarding the Assistant Town Manager Position	Legal	\$ 1,120.00
1008	Ryan & Ryan LLC	Matters Regarding Commissioners Pension Plan	Legal	\$ 752.50
1020	Ryan & Ryan LLC	Reformat, Review, and Approval of Town Commission Resolutions for 2017, 2018 & 2019	Legal	\$ 1,161.15
3458817128	Staples	HP 414A Black, Cyan, Yellow and Magenta Toner Cartridges, Manila Letter Size File Pockets and Letter Size File Folders for the Town Manager's and Clerks Office	Admin	\$ 800.38
Total:				\$4,784.03

Addendums				
Invoice#	Vendor	Service/Product	Dept.	Amount
ElectricityOctober2020	FPL	Electricity Expenses September 18th-October 19th 2020	Various	\$ 18,498.31
386272FY2021	ICMA	Annual Membership for Town Manager J.C. Jimenez	Admin	\$ 1,200.00
2020-PP-1001	Michael Miller Planning Associates	General Planning Services Rendered Through October 31st, 2020 (Increased from \$13,082.50)	Planning	\$ 13,152.50
2020-PP-1002	Michael Miller Planning Associates	Land Development Planning Services Rendered Through October 31st, 2020	Reimbursable	\$ 1,330.00
720	SFM Services Inc.	Electrostatic Disinfection at Town Hall July 23, 2020	Covid-19	\$ 1,300.00
inv000635	The United States Conference of Mayors	Fiscal Year 2020/2021 Annual Membership	Commission	\$ 1,992.00
Total:				\$37,472.81

Purchase Orders				
305469	Gallo Signs	(6) No Gatherings of More Than 10 People" Signs and (1) "No Parking on Grass Sign"	Parks/Covid-19	\$ 713.00
305473	1st Choice Mobile Auto Repair	Replace Ignition Coils and Spark Plugs on 2008 Ford F-150 (Truck #29)	Roads	\$ 523.10
305474	Burkhard's Tractor Equipment Inc.	Stihl BR800X Blower, Stihl FS131R Line Trimmer, Stihl HS 87T40 Hedge Trimmer and Leaf Rake	Roads	\$ 1,288.83
Total:				\$2,524.93

Grand Total:	\$44,781.77
---------------------	--------------------

AGENDA ITEM REPORT



To:

Subject: Waiver Request - Jan Studio

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment

FINANCIAL IMPACT:

Decrease in revenue for penalty fee.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Recommend waiving the penalty fee.

ATTACHMENTS:

[Waiver Request - Jan Studio](#)

Michelle Grooms

From: Marjan Sattarzadeh <marjan@jan-studio.com>
Sent: Wednesday, September 16, 2020 3:59 PM
To: Michelle Grooms
Subject: Letter to the commission

Hi Michelle,

I received your voicemail and have written a letter below, please share this with the commission at your next meeting. Thank you so much for this option and I look forward to hearing about their decision.

To the commission:

I ask for your understanding and support during this very difficult time for all of us and as a business owner. I recently came across paperwork that showed an outstanding request for inspection. It wasn't until I had to take on many roles of the business and having to let go of my employee and taken on certain things on my own that I came across this notice. I of course as soon as finding this notice contacted the city and made an appointment for both inspectors to come and review my office space. I would have avoided all fees, if I had known about this pending inspection(s), but was unaware. Both inspectors were very prompt, to the point, and friendly and I am a proud business owner and renter in the Pembroke Park community for 3 years. I kindly ask for your consideration to waive the late fees on my account so that I can pay only the balance that is owed for the yearly fees. It is with the support of people like you that we can continue to fight and survive during these trying times as small businesses. In advance, I thank you and look forward to your response.

Regards,
Marjan

Marjan Sattarzadeh
Owner - Lead Designer
marjan@jan-studio.com
jan-studio.com
Florida 954-900-1255

Jan Studio 3250 NE 1st Avenue Suite 1102 Miami, Florida 33137

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Town of Pembroke Park

3150 SW 52nd Ave
Pembroke Park, FL, 33023
Phone (954) 966-4600
Fax (954) 966-5310



SALES RECEIPT

Town of Pembroke Park

3150 SW 52nd Ave

Pembroke Park FL, 33023

Phone (954) 966-4600 x211

Fax (954) 966-5310

Sold To **JAN STUDIO LLC**

3250 NE 1 AVE, 1102

MIAMI, FL 33137

Phone 0000001037

Transaction #	Payment Method	Amount	Sale Date
22109	Money Order	\$100.00	10/6/2020 3:50:19 PM

Date Applied	Application #	Qty	Item	Total
10/6/2020	AP-88955	78.75	Business Tax - Current Year	\$78.75
10/6/2020	AP-88955	78.75	Business Tax - Current Year	\$21.25
	Total			\$100.00

Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 966-5186



ANNUAL BILLING STATEMENT

JAN STUDIO, LLC
 3250 NE 1 AVE, 1102
 MIAMI FL 33137

ACCOUNT NO.
080050

DATE
10/22/2020

BUSINESS DESCRIPTION
 E COMMERCE - HOME GOODS

BUSINESS ADDRESS
 3001 W HALL BCH BLVD, 103

DATE	DESCRIPTION	AMOUNT
FY 2019	Penalty Fee / Late Charges	19.68
	- Del. Penalty-Jan 1st	
FY 2020	Business Tax	57.50
	- For 2019-2020	
FY 2020	Certificate Of Use	52.50
	- For 2019-2020	
FY 2020	Penalty Fee / Late Charges	32.81
	- Del Penalty-Jan 1st	
FY 2021	Business Tax	78.75
	- For 2020-2021	
FY 2021	Certificate Of Use	52.50
	- For 2020-2021	

ATTENTION!! IMPORTANT NOTICE: Payments recieved by the Town will first be applied to the oldest outstanding balances due, if any, on your accounts payable to the Town and then to current account balances due. All outstanding account balances due to the Town must be paid in full prior to receiving a Business Tax Receipt renewal.

PAY ALL FEES BY SEPT 30th	SUB-TOTAL	\$293.74
TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$293.74
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

Michelle Grooms

From: Marjan Sattarzadeh <marjan@jan-studio.com>
Sent: Wednesday, September 16, 2020 3:59 PM
To: Michelle Grooms
Subject: Letter to the commission

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Town Of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023-5413
Phone: (954) 966-4600 EXT:214 Fax: (954) 966-5186



ANNUAL BILLING STATEMENT

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 3250 NE 1 AVE, 1102
 MIAMI FL 33137

ACCOUNT NO.
080050

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TO AVOID THE FOLLOWING PENALTIES!! (F.S. 205.053)		
Oct. 1st - 10% Nov. 1st - 15% Dec. 1st - 20% Jan. 1st - 25%		
PAST DUE AMOUNT STARTING ON OR AFTER MARCH 1st	PLEASE PAY	\$293.74
<u>an additional penalty of \$250.00 will be imposed (P.P. Code 15-40c)</u>		

RESOLUTION 2020-136

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDED A CONTRACT FOR ELECTRICAL WORK IN THE SERVER ROOM TO RUSSELL ELECTRIC AT A NOT TO EXCEED AMOUNT OF \$9,700; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that electrical work needs to be performed in the server room at Pembroke Park Town Hall ("Town Hall"); and

WHEREAS, pursuant thereto Information Technology obtained quotes from three vendors to complete the electrical work in the server room at Town Hall and has chosen Russell Electric in conformance with the Town's procurement code.

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

Section 1: The Town Commission shall award the contract to replace the main water line at Town Hall at a not to exceed cost of \$9,700 (Nine Thousand and Seven Hundred Dollars) to Russell Electric.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Electrical work for the server room.

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: Building

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

License Number EC0001317

FINANCIAL IMPACT:

The total cost is \$8,700.00, I would ask not to exceed \$9,700.00 quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town use Russell Electric for the electrical work for the server room move.

ATTACHMENTS:

[Russell Electric](#)

[MMJ Electric Inc](#)

[IMPERIAL ELECTRIC](#)

Miguel Nunez, Building Director

Harry Taubenfeld, Finance &
Budget Director

JC Jimenez, Town Manager

Status:

Approved - Oct 06 2020

Approved - Oct 08 2020

Denied - Oct 14 2020

Town of Pembroke Park - continued
Proposal - Server Room Electric

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge

The above price, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. Issuing funds or purchase order for commencement of project indicates acceptance of proposal as outlined above. Russell-Thomas Electric, Inc. will not be held responsible for any other existing conditions not covered under this proposal. All patching and painting of surfaces necessary for electrical installation to be by others.

This proposal void if not accepted in writing within 10 days after this date: September 21st, 2020

Accepted: _____

RWR - Russell W. Robinson Electric

By: _____

Date: _____



STATEWIDE CERTIFIED
Licensed & Insured EC13005593

361 SW 13th Ave
Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		Project
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		Administrative Building
Item	Description	Total
	This estimate is for the electrical work needed at the address stated above. The following work will be done: 1. Run a 1-1/2" emt conduit from electrical room first floor to IT room on second floor 2. Install one 125 amp electrical panel in IT room 3. Pull wire from electrical room first floor to new electrical panel in IT room second floor 4. Install one 125 amp main disconnect in electrical room first floor 5. Run six 120v 20 amp branch circuits to new IT racks 6. Install six quad outlets for IT racks 7. Run power to new a/c unit in IT room 8. Remove outlets, conduits and wires in existing IT room first floor, cap off electrical in ceiling, cat 5 wiring not included in this scope of work 9. Run two conduits EMT, pull wires, install breakers and install four boxes with one L5-30R in each box	
Labor/ I...	Job Cost	9,557.00
Thank you for giving us the opportunity to bid on this project.		Total



STATEWIDE CERTIFIED
Licensed & Insured EC13005593

361 SW 13th Ave
Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		
Project		
Administrative Building		
Item	Description	Total
	All work will be done to local and national codes. This price is based on work being done from Monday through Friday from 8:00 am to 4:30 pm. If work needs to be done after regular hours, appropriate rate will be applied. Any changes or additions will require a verbal or written work order. Craftsmanship comes with a one year warranty from date of installation. Material comes with manufacturer's warranty. Warranties do not include coverage for damages due to owner negligence, vandalism and acts of nature. Notes: a) Permit fees and designs fees are excluded b) Load calculations are excluded c) Any equipment rental is excluded d) Any patching or painting to be done by other e) This price maybe subject to adjustment for any unforeseen situations f) This price is good for 30 days Payment terms: To be determined upon acceptance * Should you choose to pay by credit card, a 3% fee will be added Thank you for giving us the opportunity to bid on this project.	
Total		\$9,557.00

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969 State License EC13007820

(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:

Install new electrical for new IT room

PRICE INCLUDES:

New conduit and wire from 1st fl to new IT room
New 125 amp panel
Electric for new A/C in IT room
6 new dedicated quad receptacles
2 new dedicated L5-30R receptacles
Demo old IT room electric
Electrical drawings

DOES NOT INCLUDE

New fixtures
Overtime wages
Permit Fees
FPL or Bell South charges

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 \$ 14,700.00

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 - continued
Proposal - Server Room Electric

Terms and Conditions: A non-refundable 50% deposit due at signing, with balance due upon completion. Order cancellations are not accepted after work has started. Buyers agree to pay for goods ordered and delivered plus attorney's fees and court cost in the event of litigation. The courts of The State of Florida and Broward County Florida will have jurisdiction over a dispute arising hereunder. Acceptance of and or payment for merchandise constitutes agreement of terms. Late payments are subject to a 1.5% per month interest charge

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This proposal void if not accepted in writing within 10 days after this date: September 21st, 2020

Accepted: _____

RWR - Russell W. Robinson Electric

By: _____

Date: _____



STATEWIDE CERTIFIED
Licensed & Insured EC13005593

361 SW 13th Ave
Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
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Name / Address		Project
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		Administrative Building
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361 SW 13th Ave
Pompano Beach FL 33069

954-876-1536

www.mmjelectric.com
estimating@mmjelectric.com

Estimate

Date	Estimate #
7/20/2020	3810

Name / Address		
Town of Pembroke Park C/O Public Works 3150 SW 52nd Avenue Pembroke Park, FL, 33023		
Project		
Administrative Building		
Item	Description	Total
	All work will be done to local and national codes. This price is based on work being done from Monday through Friday from 8:00 am to 4:30 pm. If work needs to be done after regular hours, appropriate rate will be applied. Any changes or additions will require a verbal or written work order. Craftsmanship comes with a one year warranty from date of installation. Material comes with manufacturer's warranty. Warranties do not include coverage for damages due to owner negligence, vandalism and acts of nature. Notes: a) Permit fees and designs fees are excluded b) Load calculations are excluded c) Any equipment rental is excluded d) Any patching or painting to be done by other e) This price maybe subject to adjustment for any unforeseen situations f) This price is good for 30 days Payment terms: To be determined upon acceptance * Should you choose to pay by credit card, a 3% fee will be added Total Thank you for giving us the opportunity to bid on this project.	\$9,557.00

Page 2

Customer Signature _____

PROPOSAL

IMPERIAL ELECTRICAL INC,
11821 NW 11 STREET-PLANTATION, FL 33323
SINCE 1969 State License EC13007820

(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:

Install new electrical for new IT room

PRICE INCLUDES:

New conduit and wire from 1st fl to new IT room
New 125 amp panel
Electric for new A/C in IT room
6 new dedicated quad receptacles
2 new dedicated L5-30R receptacles
Demo old IT room electric
Electrical drawings

DOES NOT INCLUDE

New fixtures
Overtime wages
Permit Fees
FPL or Bell South charges

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 \$ 14,700.00

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

RESOLUTION NO. 2020-137

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDED A CONTRACT FOR THE REWIRING OF THE SECURITY CAMERAS FOR THE SERVER ROOM TO VECTOR SECURITY AT A NOT TO EXCEED COST OF \$4,796; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that the security cameras in the server room need to be rewired Pembroke Park Town Hall (“Town Hall”); and

WHEREAS, pursuant thereto Information Technology has chosen Vector Security at a not to exceed cost of \$4,796 (Four Thousand Seven Hundred and Ninety Six Dollars) in conformance with the Town’s procurement code to rewire the security cameras in the server room at Town Hall.

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

Section 1: The Town Commission shall award the contract to Vector Security to rewire the security cameras in the server room at Town Hall at a not to exceed cost of \$4,796 (Four Thousand Seven Hundred and Ninety Six Dollars).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Security Camera move for the server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to rewire the existing comers up to the new server room.V

FINANCIAL IMPACT:

The total cost is \$4,796.00, quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

The Town use Vector Security to rewire the video camera's for the new server room.

ATTACHMENTS:

[VECTOR SECURITY](#)

	Status:
Miguel Nunez, Building Director	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None



Avigilon Video Surveillance System Modification (Revision.2)

Proposal For:

***Attn.: Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023***

Submitted By:

***David Jacobson
September 30, 2020***



September 30, 2020

Attn.: Mark Pakula
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

RE: Avigilon Video Surveillance System Modification (Revision.2)

Dear Mark,

The following is the Revision.2 Proposal per the specifications you provided to Modify the Existing Avigilon Video Surveillance System at City Hall. A list of what is covered by this Proposal is listed in the section entitled "Scope of Work".

If you have any questions or comments regarding this Proposal, our services or if you would like to proceed with these Proposals please do not hesitate to give me a call.

Sincerely,

David Jacobson

Cell: (954)636-0236

dsjacobson@vectorsecurity.com

Scope of Work

AVIGILON MEGAPIXEL IP VIDEO SURVEILLANCE SYSTEM MODIFICATION

Remove the existing Avigilon Video Surveillance Headend Equipment from the old 1st floor IT Room and reinstall in the new 2nd floor IT Room, the equipment to be relocated is as follows:

Existing Headend Equipment:

- (1) Avigilon (Dell) Desktop Server
- (2) PoE Network Switches (up to)
- (4) Avigilon Analog to IP Encoders, up to 4 cameras each
- (2) Camera Power Supplies

New Equipment:

- (16) UTP Balun Units (Pairs) for up to 16 analog cameras over Cat6

Notes:

- 1. All new Cat6 cabling to be installed by other Vendor per our specification.
- 2. All new Cat6 cable to be installed from each existing camera location to the new 2nd floor IT Room.
- 3. All new Cat6 Cable to have RJ45 fittings on both ends and to be labeled on a diagram so we will not have to incur labor tracing them.
- 4. All new Cat6 cables to be checked for continuity.

Once the above listed existing Headed Video Equipment is installed, if repairs or replacement of any of this existing equipment or any of the existing cameras is needed it is not included with this Proposal. A revised Proposal will be submitted, and we will only proceed with these repairs or replacements with your written approval.

INSTALLATION INVESTMENT: \$4,796.00*

Notes:

- 1. This price is good for 30 days from the above date.
- 2. *Applicable Sales Tax Included
- 3. Vector Security reserves the right to change equipment specifications to equal or better than stated.
- 4. The cost of a hydraulic lift, if needed, is not included and is to be provided by Client at their expense or Vector will provide and bill to client at its cost.
- 5. Includes connecting Desktop Server (NVR) to client's existing network for local and remote viewing of the NVR. Client must provide network static IP connection. Client must provide high-speed Internet connection for this service. Internet, and similar equipment, services and technical assistance are not included. Some of these can be provided on a time and material basis or by a 3rd party service provider.
- 6. Adequate lighting for the proper operation of the cameras is the client's responsibility.



DAVID JACOBSON

Vector Security, Inc.

4360 Oaks Road, Suite 615

Davie, FL 33314

Office: (954)351-9180

Cellular: (954)636-0236

dsjacobson@vectorsecurity.com



www.vectorsecurity.com

PURPOSE OF PROPOSAL AND STATEMENT OF CONFIDENTIALITY

The proposal is provided for informational purposes and is not intended to constitute the entire understanding or binding agreement between potential customer and Vector Security regarding the system, other security and life safety products, and services provided by Vector Security. The investment numbers that are provided in this document are offered by Vector for sixty (60) days from the proposal date of the document cover, but do not constitute the total final cost proposed by Vector Security. Additional costs to potential customer for permits, drawings, submittals, or for any other reason, may increase the total final cost. The total final cost, as well as terms and conditions regarding the system, other security and life safety products, and services proposed by Vector Security shall be pursuant to Vector Security's separate Commercial Agreement ("Agreement") as mutually agreed upon between potential customer and Vector Security. This proposal is provided to potential customer with the understanding that it will be held in strict confidence and will not be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of Vector Security's qualifications, without prior written consent.

License Information: AK 33221 | AL AESBL 10-817, 44814 | AR E 2005 0104, 179570410 | AZ ROC-218982 | CA ACO 6152, 914676 | DC 65003740 | DE FAL-0196, FAL-0253, 85-47 | FL EF20000395, EF0001062, EF20000933, EF20000596 | GA LVA205586, LVU405021 | HI C 27082 | IA AC-0101 | IL 127-001300 | LA F 317 | MA 1594 C, SS CO 00429 | MD 107-445, 07380038 | ME MC60019272 | MI 3601205222 | MN TS01830 | NC 25467-SP-LV, 1592-CSA, 2050-CSA | ND 37153 | NJ P00863, 13VH00292300, Burglar, Fire, and Locksmith Lic. # 34AL000004, 1187 Route 9 South, Cape May Court House, NJ 08210, [(609) 463-0660] | NM 354514, 10-0133 | NV 0066031 | NY 12000234360 | OH 53-50-1081, 50-25-5, 50-70-4 | OK 559 | PA 004997 | RI 4794, 2903, 30394, AFC-0449 | SC BAC 5590, FAC 3419 | TN 00000444, 00001341, 00001551, 00001552 | TX B11645, ACR-1768 | UT 4759383-6501 | VA DCJS #11-2048, 2705 020459A | VT T1-2348 | WA VECTOSI957PE | WV WV043469 | WY LV-A-18634. In Alabama, licensing is regulated by the Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116; (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209; (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609; (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773; (512) 424-7710.



RESOLUTION NO. 2020-138

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDED A CONTRACT FOR THE CONSTRUCTION OF A NEW SERVER ROOM AT A NOT TO EXCEED COST OF \$4,673 TO RKB CARPET AND FLOORING; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that a new server room needs to be constructed at Pembroke Park Town Hall ("Town Hall"); and

WHEREAS, pursuant thereto Information Technology has chosen RKB Carpet and Flooring at a not to exceed cost of \$4,673 (Four Thousand Six Hundred and Seventy Three Dollars) in conformance with the Town's procurement code to construct a new server room at Town Hall.

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

Section 1: The Town Commission shall award the contract to RKB Carpet and Flooring to construct a new server room at Town Hall at a not to exceed cost of \$4,673 (Four Thousand Six Hundred and Seventy Three Dollars).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Construction for the server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for construction for the new server room.

FINANCIAL IMPACT:

The total cost is \$4,673.00, quote is not budgeted but funds available via the surplus Building Department.

RECOMMENDATION:

We use RKB Carpeting and Flooring to do the construction for the new server room.

ATTACHMENTS:

[Estimate 1277 from RKB Construction](#)

	Status:
Miguel Nunez, Building Director	Pending
Finance director, Finance & Budget Director	None
JC Jimenez, Town Manager	None

RKB Carpeting & Flooring
PO Box 813456
HOLLYWOOD, FL 33081
(954) 989-9034
RKBCARPET@GMAIL.COM
<http://RKBcarpetingandflooring.com>

Estimate

ADDRESS

Myriam Jacques
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, Florida
33023

ESTIMATE # 1277

DATE 09/18/2020

EXPIRATION DATE 10/30/2020

ACTIVITY	QTY	RATE	AMOUNT
Unit STORAGE ROOM			
Services DEMO TWO DIVIDERS WALLS ELIMINATE TWO DOORS INSTALL PLYWOOD WALL PREPARE ALL WALLS AND PAINT REMOVED CARPET PREPARE FLOORS FOR NEW INSTALLATION OF VINYL PLANK FLOORING. INSTALL 4inch VINYL BASE BOAR MATERIALS AND LABOR	1	4,673.00	4,673.00
TOTAL			\$4,673.00

Accepted By

Accepted Date

RESOLUTION NO. 2020-139

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF A NEW WORKSTATION FOR THE DIRECTOR OF INFORMATION TECHNOLOGY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that the Information Technology ("IT") Director needs a new computer workstation; and

WHEREAS, pursuant thereto the IT Director has chosen to purchase such workstation from Dell computers at a cost \$3,918.12 (Three Thousand Nine Hundred and Eighteen Dollars and Twelve Cents) in conformance with the Town's procurement code.

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

Section 1: The Town Commission shall approve the purchase of a new workstation for the IT Director at a not to exceed cost of \$3,918.12 (Three Thousand Nine Hundred and Eighteen Dollars and Twelve Cents).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



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. 3000070249677.1
Total \$3,918.12
Customer # 14164554
Quoted On Oct. 06, 2020
Expires by Nov. 05, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To CHRISTIAN NOEL
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
OptiPlex 5080 Small Form Factor	\$779.94	2	\$1,559.88
Precision 3240 Compact	\$1,092.04	1	\$1,092.04
Dell 24 Monitor - P2419H	\$160.79	5	\$803.95
Dell UltraSharp 27 Monitor - U2719D	\$284.99	1	\$284.99
Dell Stereo Soundbar – AC511M	\$26.90	3	\$80.70
Dell USB Slim DVD±RW drive - DW316	\$51.59	1	\$51.59
Dell Adapter - Mini DisplayPort to DisplayPort	\$14.99	3	\$44.97

Subtotal:	\$3,918.12
Shipping:	\$0.00
Non-Taxable Amount:	\$3,918.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,918.12

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
OptiPlex 5080 Small Form Factor		\$779.94	2	\$1,559.88
Estimated delivery if purchased today: Oct. 21, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5080 SFF XCTO	210-AVOX	-	2	-
Intel(R) Core(TM) i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W)	338-BVCD	-	2	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATS	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB 1x16GB DDR4 non-ECC Memory	370-AFLX	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	2	-
M.2 22x30 Thermal Pad	412-AAQT	-	2	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVD	-	2	-
DVD+/-RW Bezel	325-BDSH	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Wireless Keyboard&Mouse-KM636 (Blk)	580-AISH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDWG	-	2	-
Quick Setup Guide 5080 SFF	340-CPQF	-	2	-
US Order	332-1286	-	2	-
No UPC Label	389-BCGW	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Shipping Material for SFF (DAO)	340-CQYR	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
No CompuTrace	461-AABF	-	2	-
Regulatory Label for OptiPlex 5080 SFF 200 W, DAO	389-DVUB	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Custom Configuration	817-BBBB	-	2	-
No Additional Add In Cards	382-BBHX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability (ISM)	631-ACOK	-	2	-
No Dell Backup and Recovery software	637-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
Speaker for Tower and SFF	520-AARD	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	2	-

Qty Subtotal

Precision 3240 Compact \$1,092.04 1 \$1,092.04

Estimated delivery if purchased today:

Oct. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Intel Core i9-10900 (10 Core, 20M cache, base 2.8GHz, up to 5.2GHz) DDR4-2933	338-BVOH	-	1	-

Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3240 Compact Chassis	321-BFVY	-	1	-
16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	370-AFQF	-	1	-
80W CPU Heatsink	412-AATU	-	1	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter	490-BGCQ	-	1	-
C2 M.2 PCIe Boot SSD	780-BCPU	-	1	-
No RAID	780-BBCJ	-	1	-
1TB PCIe NVMe Class 40 M.2 SSD	400-BJQJ	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
ME Disable - Manageability	631-ACRK	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
US Power Cord	450-AHED	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide - Precision 3240	340-CRZJ	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Shipping and Handling Single-Pack	340-CRZI	-	1	-
Precision 3240, 240W Reg Label DAO	389-DWQC	-	1	-
Intel(R) Core(TM) i9 Processor Label	389-DUIJ	-	1	-
No Internal Speaker	520-AARK	-	1	-
No Stand Option	575-BBBI	-	1	-
No Accessories	461-AABV	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No AutoPilot	340-CKSZ	-	1	-
240W A/C Adapter	450-AKEM	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3240 Compact CTO BASE	210-AWXT	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-

			Qty	Subtotal
Dell 24 Monitor - P2419H		\$160.79	5	\$803.95

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	5	-
Dell Limited Hardware Warranty	814-5380	-	5	-
Advanced Exchange Service, 3 Years	814-5381	-	5	-

			Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D		\$284.99	1	\$284.99

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	1	-
Dell Limited Hardware Warranty	815-2532	-	1	-
Advanced Exchange Service, 3 Years	815-2533	-	1	-

			Qty	Subtotal
Dell Stereo Soundbar – AC511M		\$26.90	3	\$80.70

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	520-AAOT	-	3	-

			Qty	Subtotal
Dell USB Slim DVD±RW drive - DW316		\$51.59	1	\$51.59

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	1	-

			Qty	Subtotal
Dell Adapter - Mini DisplayPort to DisplayPort		\$14.99	3	\$44.97

Estimated delivery if purchased today:

Oct. 14, 2020

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Description	SKU	Unit Price	Qty	Subtotal
Dell Adapter - Mini DisplayPort to DisplayPort	470-0152	-	3	-
				Subtotal: \$3,918.12
				Shipping: \$0.00
				Estimated Tax: \$0.00
				Total: \$3,918.12

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

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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.

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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.

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AGENDA ITEM REPORT



To:

Subject: New Workstation

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

FINANCIAL IMPACT:

This is a budgeted expense \$ 3,918.12

RECOMMENDATION:

Purchase computers from dell

ATTACHMENTS:

[US QUOTE 3000070249677.1](#)

	Status:
Town Clerk, Deputy Town Clerk	None
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. 3000070249677.1
Total \$3,918.12
Customer # 14164554
Quoted On Oct. 06, 2020
Expires by Nov. 05, 2020
Deal ID 19414339

Sales Rep Hattie Bradley
Phone (800) 456-3355, 6179003
Email Hattie_Bradley@Dell.com
Billing To CHRISTIAN NOEL
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
OptiPlex 5080 Small Form Factor	\$779.94	2	\$1,559.88
Precision 3240 Compact	\$1,092.04	1	\$1,092.04
Dell 24 Monitor - P2419H	\$160.79	5	\$803.95
Dell UltraSharp 27 Monitor - U2719D	\$284.99	1	\$284.99
Dell Stereo Soundbar – AC511M	\$26.90	3	\$80.70
Dell USB Slim DVD±RW drive - DW316	\$51.59	1	\$51.59
Dell Adapter - Mini DisplayPort to DisplayPort	\$14.99	3	\$44.97

Subtotal:	\$3,918.12
Shipping:	\$0.00
Non-Taxable Amount:	\$3,918.12
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$3,918.12

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
OptiPlex 5080 Small Form Factor		\$779.94	2	\$1,559.88
Estimated delivery if purchased today: Oct. 21, 2020 Contract # C000000010853 Customer Agreement # 43211500-WSCA-15-ACS				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 5080 SFF XCTO	210-AVOX	-	2	-
Intel(R) Core(TM) i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W)	338-BVCD	-	2	-
VR Heatink Thermal Pad for 8 Core / 10 Core Processor (Small Form Factor)	412-AATS	-	2	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB 1x16GB DDR4 non-ECC Memory	370-AFLX	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	2	-
M.2 22x30 Thermal Pad	412-AAQT	-	2	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	2	-
OptiPlex 5080 Small Form Factor with 200W up to 85% efficient Power Supply (80Plus Bronze)	329-BEVD	-	2	-
DVD+/-RW Bezel	325-BDSH	-	2	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	2	-
CMS Essentials DVD no Media	658-BBTV	-	2	-
No Media Card Reader	379-BBHM	-	2	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	2	-
Chassis Intrusion Switch - SFF	461-AAEE	-	2	-
No Wireless LAN Card	555-BBFO	-	2	-
No Wireless Driver	340-AFMQ	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell Wireless Keyboard&Mouse-KM636 (Blk)	580-AISH	-	2	-
Mouse included with Keyboard	570-AADI	-	2	-
No Cable Cover	325-BCZQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BDWG	-	2	-
Quick Setup Guide 5080 SFF	340-CPQF	-	2	-
US Order	332-1286	-	2	-
No UPC Label	389-BCGW	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Shipping Material for SFF (DAO)	340-CQYR	-	2	-
Shipping Label for DAO	389-BBUU	-	2	-
No CompuTrace	461-AABF	-	2	-
Regulatory Label for OptiPlex 5080 SFF 200 W, DAO	389-DVUB	-	2	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	2	-
No Intel Responsive	551-BBBJ	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
Desktop BTO Standard shipment	800-BBIO	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
Custom Configuration	817-BBBB	-	2	-
No Additional Add In Cards	382-BBHX	-	2	-
No AutoPilot	340-CKSZ	-	2	-
No Additional Video Ports	492-BCKH	-	2	-
Intel Standard Manageability (ISM)	631-ACOK	-	2	-
No Dell Backup and Recovery software	637-AAAM	-	2	-
No Optane	400-BFPO	-	2	-
Speaker for Tower and SFF	520-AARD	-	2	-
No External ODD	429-ABGY	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	2	-

Qty Subtotal

Precision 3240 Compact \$1,092.04 1 \$1,092.04

Estimated delivery if purchased today:

Oct. 21, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Intel Core i9-10900 (10 Core, 20M cache, base 2.8GHz, up to 5.2GHz) DDR4-2933	338-BVOH	-	1	-

Windows 10 Pro, 64bit English, French, Spanish	619-ANUL	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Precision 3240 Compact Chassis	321-BFVY	-	1	-
16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	370-AFQF	-	1	-
80W CPU Heatsink	412-AATU	-	1	-
NVIDIA Quadro P400, 2GB, 3 mDP to DP adapter	490-BGCQ	-	1	-
C2 M.2 PCIe Boot SSD	780-BCPU	-	1	-
No RAID	780-BBCJ	-	1	-
1TB PCIe NVMe Class 40 M.2 SSD	400-BJQJ	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
No Additional Port	492-BCLP	-	1	-
ME Disable - Manageability	631-ACRK	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Black Dell MS116 Wired Mouse	275-BBBW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Precision TPM	340-ACBY	-	1	-
No Wireless LAN Card	555-BBFO	-	1	-
US Power Cord	450-AHED	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide - Precision 3240	340-CRZJ	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Shipping and Handling Single-Pack	340-CRZI	-	1	-
Precision 3240, 240W Reg Label DAO	389-DWQC	-	1	-
Intel(R) Core(TM) i9 Processor Label	389-DUIJ	-	1	-
No Internal Speaker	520-AARK	-	1	-
No Stand Option	575-BBBI	-	1	-
No Accessories	461-AABV	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-

Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No AutoPilot	340-CKSZ	-	1	-
240W A/C Adapter	450-AKEM	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
Precision 3240 Compact CTO BASE	210-AWXT	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	1	-

			Qty	Subtotal
Dell 24 Monitor - P2419H		\$160.79	5	\$803.95

Estimated delivery if purchased today:

Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	5	-
Dell Limited Hardware Warranty	814-5380	-	5	-
Advanced Exchange Service, 3 Years	814-5381	-	5	-
			Qty	Subtotal

Dell UltraSharp 27 Monitor - U2719D		\$284.99	1	\$284.99
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Oct. 14, 2020

Contract # C000000010853

Customer Agreement # 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	1	-
Dell Limited Hardware Warranty	815-2532	-	1	-
Advanced Exchange Service, 3 Years	815-2533	-	1	-
			Qty	Subtotal

Dell Stereo Soundbar – AC511M		\$26.90	3	\$80.70
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Contract # C000000010853

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Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell Stereo USB SoundBar AC511M for PXX19 & UXX19 Thin Bezel Displays- SnP	520-AAOT	-	3	-
			Qty	Subtotal

Dell USB Slim DVD±RW drive - DW316		\$51.59	1	\$51.59
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Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	1	-
			Qty	Subtotal

Dell Adapter - Mini DisplayPort to DisplayPort		\$14.99	3	\$44.97
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Dell Adapter - Mini DisplayPort to DisplayPort	470-0152	-	3	-
				Subtotal: \$3,918.12
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RESOLUTION NO. 2020-141

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDING A CONTRACT TO UPGRADE THE TOWN OF PEMBROKE PARK'S SERVER BACKUP SYSTEM TO CSPI TECHNOLOGY SOLUTIONS AT A NOT TO EXCEED COST OF \$36,968.26; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that the Town of Pembroke Park (the "Town") needs to update its server backup system; and

WHEREAS, pursuant thereto the IT Director has chosen CSPI Technology Solutions to upgrade the Town's server backup system at a not exceed cost of \$36,968.26 (Thirty Six Thousand Nine Hundred and Sixty Eight Dollars and Twenty Six Cents) in conformance with the Town's procurement code.

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

Section 1: The Town Commission shall award a contract to upgrade the Town's server backup system to CSPI Technology Solutions at a not exceed cost of \$36,968.26 (Thirty Six Thousand Nine Hundred and Sixty Eight Dollars and Twenty Six Cents).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



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

0320-18956

Date: 10/07/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

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

Project Name: Barracuda Backup 690 (5 Year)

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: (954) 701-4345

Email: mpakula@tpfpl.gov

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

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	BBS690a	Barracuda Backup Server Appliance 690	\$6,463.18	\$6,463.18
2	1	BBS690A-B	Barracuda Backup Server Appliance 690 Unlimited Cloud Storage Subscription 5 Year	\$16,156.55	\$16,156.55
3	1	BBS690A-E	Barracuda Backup Server Appliance 690 Energize Updates Subscription 5 Year	\$5,814.47	\$5,814.47
4	1	BBS690A-H	Barracuda Backup Server Appliance 690 Instant Replacement Subscription 5 Year	\$7,107.06	\$7,107.06
5	2	BT003	Barracuda Consulting Services – 4 hours	\$684.00	\$1,368.00
6	1	GSA	GSA #GS-35F-0511T	\$0.00	\$0.00
				Sub Total:	\$36,909.26
				Shipping:	\$59.00
				Tax:	\$0.00
				Total:	\$36,968.26

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/CSPI_TS_modcomp_TC.pdf



15950 Bay Vista Drive,
Clearwater, FL 33760

Phone: (813)349-6848

Sales Quote

Quote #: 6568
Created: 10/07/2020
Expires: 10/30/2020

Customer			Contact		Ship To		
Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023			Mark Pakula Phone: (954)701-4345 Email: mpakula@townofpembrokepark.com		Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 U.S.A.		
Account	Payment Method	Terms	Due Date	Account Manager	Scheduled Delivery	Ship VIA	P.O. #
Town of Pembroke Park	Company PO	Net 30	10/30/2020	Harrison Milanian Phone: (813)349-6848 Email: hmilanian@vology.com		Electronic Shipping/Email	

	Mfr. Part	Description	Quantity	Per Unit	Extended Amount
Barracuda Backup Server 690 Appliance					
*1	BBS690A	Barracuda Backup Server 690 Mfr: BARRACUDA NETWORKS, INC	1	\$ 11,368.45	\$ 11,368.45
Group Total					\$ 11,368.45
Barracuda Backup Server - 3 Year Subscription					
*2	BBS690A-B	Barracuda Backup Server 690 - Unlimited Cloud Storage - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 473.65	\$ 17,051.40
*3	BBS690A-E	Barracuda Backup Server 690 - Energize Updates - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 170.46	\$ 6,136.56
*4	BBS690A-H	Barracuda Backup Server 690 - Instant Replacement - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	36	\$ 208.35	\$ 7,500.60
Group Total					\$ 30,688.56
Barracuda Backup Server - 5 Year Subscription					
*5	BBS690A-B	Barracuda Backup Server 690 - Unlimited Cloud Storage - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 473.65	\$ 28,419.00
*6	BBS690A-E	Barracuda Backup Server 690 - Energize Updates - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 170.46	\$ 10,227.60
*7	BBS690A-H	Barracuda Backup Server 690 - Instant Replacement - 1 Month Subscription Mfr: BARRACUDA NETWORKS, INC	60	\$ 208.35	\$ 12,501.00
Group Total					\$ 51,147.60

Total: \$ 93,204.61
Estimated Taxes: \$ 0.00
Estimated Freight: \$ 0.00

Quote-Total: \$ 93,204.61

DON'T FORGET We stock a full line of CABLES, GBICs and ACCESSORIES

INCLUDE with this ORDER & SAVE!

Memo:

Terms and Conditions

For our warranty and returns policies please visit our website at <https://www.vology.com/company/maintenance-warranty-services/>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This quote will expire 30 days from the quote date above. Prices are subject to change without notice.

Unless noted, this quote does not include shipping charges or taxes. Shipping costs are estimates and vary based on time of purchase, quantity ordered, shipment carrier and warehouse location. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For additional details on shipping, tariffs, duties & taxes, please visit our website at: http://www.vology.com/shipping_and_taxes

Visit our website for Warranty and returns policies at: <https://www.vology.com/company/maintenance-warranty-services/>

Signature:

Name (Print) :

THANK YOU FOR YOUR BUSINESS!



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Sales Agreement provided for Town of Pembroke Park

Effective Date:

October 7, 2020

Provided By:

Ardera
4713 Gann Store Road
Hixson, TN 37343

Provided For:

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

This Sales Agreement is between Town of Pembroke Park ("Client") and Harwood International Corporation dba Ardera ("Contractor").

Sales Agreement Expiration: November 15, 2020

Engagement Resources

Thomas Kosik
Account Executive
thomask@ardera.com
423-298-8855 (m)

Deliverables Overview

Ardera Deliverables are listed below. Highlighted components are included within this proposal:

Services and Support	Data Security, Protection, and Recovery	IT Infrastructure
Ardera Connect IT Managed Services	Microsoft 365 Protection	Email Security
Ardera Services / Support Onsite / Remote	Spear Phishing Protection	Network Security
Infrastructure as a Service	Backup and Recovery	Endpoint Security
	Business Continuity / HA	Email Archive
	Microsoft 365 Email Forensics and Incident Response	Spear Phishing Training
		Data Storage – Flash / Hybrid
		Cloud / Hybrid Cloud
		Converged / Hyperconverged
		Servers / Compute
		Network Switches

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.
Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Deliverables

The Town of Pembroke Park plans to migrate from your current Barracuda Backup Server, Serial Number 585041, to a new Barracuda Backup Server 690.

5-Year Option – Barracuda Backup Server 690

\$51,137.00

Qty	Description	Unit Price	Ext. Price
1	Barracuda Backup Server 690 - 12TB Usable - Appliance	\$9,289.00	\$9,289.00
1	Barracuda Backup Server 690 - Unlimited Cloud Storage - Subscription - 5 Years	\$23,219.00	\$23,219.00
1	Barracuda Backup Server 690 - Energize Updates - Subscription - 5 Years	\$8,356.00	\$8,356.00
1	Barracuda Backup Server 690 - Instant Replacement - Subscription - 5 Years	\$10,214.00	\$10,214.00
1	Shipping - Barracuda (Domestic Ground)	\$59.00	\$59.00
Subtotal:			\$51,137.00

Notes:

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Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Project Pricing and Payment Terms

Purchase Price \$51,137.00
Taxes are not included

Payment Terms Net 30 (upon approval)

Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Sales Agreement to be effective as of the day, month, and year below.

Town of Pembroke Park

Ardera

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Notes:

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Barracuda Backup Server 690 – 12TB Usable – 5-Years

Ardera - Terms and Conditions

1.0. ORDERS; ORDER ACCEPTANCE. The terms and conditions of sale set forth below ("Terms and Conditions") will be the only terms and conditions that will apply to and govern any purchase order accepted by Harwood International Corporation dba The ARDERA Group (aka ARDERA Technologies and Solutions and/or ARDERA), despite any terms or conditions to the contrary incorporated on "Customer / Client" purchase order forms or order blanks and/or otherwise specified by client / customer for your purchase and license of ARDERA's deliverables (collectively, "Product"). Therefore, ARDERA accepts your order conditioned on the express understanding and your agreement that the Terms and Conditions contained herein are the only terms and conditions applicable to your order. ARDERA objects to any other terms and conditions. You agree to submit your orders for "Product" in writing, stating the quantities and descriptions of Product required, applicable purchase prices and license fees, re-quested delivery dates and billing/shipping instructions. ARDERA, in its sole discretion, may accept or reject any non-conforming order at ARDERA Technologies and Solutions' principal place of business in Chattanooga, TN.

2.0. PRICE AND TERMS OF PAYMENT.

(a) Prices. ARDERA quotations constitute an offer to sell Product upon these Terms and Conditions. ARDERA's invoice price for Product ordered by you will be the applicable price in ARDERA accompanying quote in effect on the date ARDERA receives your order. Product prices do not include transportation or installation charges (except as otherwise set forth in ARDERA's then-current installation policy, and/or as specified within quotation documentation), or any sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes or other such charges will be included in ARDERA's invoice as separate items, which you agree to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to ARDERA; (b) Terms of Payment. If your credit worthiness has been approved in advance, ARDERA will grant net thirty (30) day payment terms to you, which shall require you to pay the full invoice price not later than thirty (30) days after the date of ARDERA's invoice. ARDERA issues all invoices upon shipment of Product; (c) Purchase Money Security Interest. Your order constitutes a security agreement, granting to ARDERA a purchase money security interest in Product or Service for the full amount of the purchase price. In order to perfect ARDERA security interest, You agree to execute all instruments that ARDERA, as the secured party, is required to file, or determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code ("UCC") of any state or federal law. Payment in full of the purchase price will release the security interest on that Product; (d) Credit/Allowance. ARDERA reserves the right to invoice you for material not returned within 45 days, for which you have received a credit or a trade in allowance, in the amount of such credit or trade in allowance. (e) All software, services, and support purchases are consumable items; thus, no refunds or returns are permitted after the initial purchase.

3.0. DELIVERY; RISK OF LOSS AND TITLE. All Product(s) shall be shipped to you F.O.B. origin. Risk of loss and/or damage and title to Product (except for software as provided under Section 8(c) below) will pass to you on delivery to the carrier. Unless you have specified a carrier in your purchase order, ARDERA will select the carrier for you with the express understanding that the carrier is not the agent of ARDERA. ARDERA may ship your order in one or more installment(s), which you agree to accept and pay for, unless you have provided ARDERA with prior written notification that you will not accept partial shipments. ARDERA will pack all Product(s) for shipping in accordance with standard commercial practices.

4.0. LIMITED WARRANTY. ARDERA warrants to you, as the original owner, that Products that are original vendor system hardware and or the equivalent provided through vendor partners, hardware option, or accessory, and delivered to you, as originally configured with vendor-based (and/or equivalent vendor) components (collectively the "Hardware"), will be free from defects in materials and workmanship. Unless specified otherwise, Hardware will carry a new warranty based on manufacturers specifications, but may include used parts and/or components that match or exceed the performance and reliability of new parts and/or components. This warranty is effective for the Warranty Period specified in the applicable vendor Warranty Statement provided with the Hardware, beginning on the date of the original shipment of the Hardware. If you discover a defect in the Hardware during the Warranty Period, as your exclusive remedy for breach of warranty, vendor will repair, replace, and/or credit the defective part based on the Vendor's warranty support services. Proof of purchase and a copy of the bill of sale, or packing list for the Hardware, bearing the applicable serial number to establish the original date of your purchase will be required.

5.0 Limitations: This warranty does not apply to any (1) software accompanying the Hardware, which is licensed to you under a separate agreement included with such software, (2) Hardware that has been damaged by abuse, accident, act of God, misuse, misapplication, improper installation, or shipment, and (3) Hardware that has been modified or had its serial number removed or defaced. THE FOREGOING WARRANTY IS IN LIEU OF, AND ARDERA Technologies and Solutions DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARDERA Technologies and Solutions, OR ITS RESELLER PARTNERS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

6.0. LIMITATION OF LIABILITY. IN NO EVENT WILL Harwood International Corporation dba The ARDERA Group BE LIABLE TO YOU FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, DATA, GOODWILL, USE, SAVINGS, REVENUE, OR PROPERTY DAMAGE, WHETHER OR NOT ARDERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA. ARDERA'S LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE/LICENSE FEE OF HARDWARE. IN NO EVENT WILL ARDERA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY YOU OR ANY OTHER PERSON OR ENTITY. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.0. PATENT AND COPYRIGHT PROTECTION. ARDERA will defend you in any suit or proceeding based on a claim that the Hardware purchased under this Agreement, constitutes infringement of any U.S. copyright, patent or trademark. ARDERA, or its solution providers, will pay all settlements or damages awarded against you, provided that you (i) inform ARDERA of such suit or proceeding in writing within ten (10) days of actual notice of a claim, and provide ARDERA with all related information, (ii) grant ARDERA the authority to settle or litigate such suit or proceeding, and (iii) provide all necessary assistance to ARDERA, or its solution providers. You have no authority to settle or litigate such suit or proceeding. Should the Hardware be held to infringe and its use enjoined, ARDERA at its expense, shall have the right to (a) procure for you the right to continue using such Hardware, (b) replace such Hardware with non-infringing Hardware, (c) modify the Hardware to make it non-infringing, or (d) accept return of the Hardware and refund the depreciated value. ARDERA will not be obligated to defend any claim nor be subject to any liability for costs or damages thereof, arising out of or related to: (i) a modification to or use or combination of the Hardware by you or a third party without ARDERA's written consent, (ii) use of infringing Hardware if non-infringing Hardware is made available to You, (iii) continued use of Hardware after you receive notice that the Hardware infringes a U.S. patent, copyright or trademark of a third party; and (iv) a claim that arises out of or is related to Microsoft Windows NT, Linux or UNIX operating system software and Intel microprocessors. THE FOREGOING STATES THE ENTIRE LIABILITY OF ARDERA, OR ITS SOLUTION PROVIDERS, FOR PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY PRODUCT FURNISHED UNDER THE TERMS AND CONDITIONS.

Notes:

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Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

8.0. GENERAL. (a) Product Changes. The OEM companies which provide product to ARDERA may make alterations to Product(s) that it deems necessary to comply with changed safety standards, specifications or governmental regulations, at any time prior to shipment. (b) Force Majeure. In no event will ARDERA be liable for delays or failure to fulfill its obligations hereunder because of acts of God, fire, labor disputes of any nature, accident, supplier failure or delay, insurrection or other causes beyond its reasonable control. (c) Licensed Products. All ARDERA-supplied licensed software products (collectively, "Software") are licensed to you by the appropriate Software Vendor for your use pursuant to Sections 1 through 4 above. When used in reference to Software, the word "purchase" or any derivative words that are used, shall be deemed to mean "license". In all cases, title to Software will remain with its licensors. (d) Use. Product is not designed or intended for use in connection with the actual construction, maintenance, and/or operation of any nuclear facility, aircraft, aircraft communication or aircraft ground support system, life support system or life threatening surgical procedure. ARDERA shall not be liable to you for any claims or damages arising from any use or resale by you to a third party for such purposes. You shall indemnify, defend (with counsel approved in writing in advance by ARDERA) and hold ARDERA harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale. (e) Export. You warrant that you do not intend to, and will not knowingly, export, either directly or indirectly, any Product or any portion of Product, to any country for which such approval is required, without the prior written approval of the Office of Export Administration of the U. S. Department of Commerce or any other applicable U.S. Government agency. (f) Assignment. You may not assign your orders without the prior written permission of ARDERA and any such assignment will be null and void. (g) Resolution of Disputes. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law rules. In the event that any dispute or controversy between the parties arises out of or is related hereto, whether in contract or tort, such dispute or controversy shall be subject to the exclusive jurisdiction of the Tennessee state courts in and for Hamilton County, Tennessee (or, if there is federal jurisdiction, the U.S. District Court for the Southeastern District of Tennessee) and the prevailing party shall recover all of its costs, including reasonable attorneys' fees. (h) Unenforceable Provisions. In the event that any of the above terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining terms and conditions will remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions that most nearly effect the parties' intent hereunder. (i) Complete Agreement. These Terms and Conditions constitute the entire agreement between you and ARDERA regarding your order. Any other prior written or oral agreements existing between us are expressly canceled. You represent that you have not relied on any other representations not expressly contained herein. To be binding on either party, any modification of these Terms and Conditions must be in writing and signed by each other's duly authorized representative.

9. SUMMARY STATEMENT. To the extent represented herein, and in lieu of other specific product information which may be provided by the respective OEM; documentation from the OEM shall supersede this statement.

(rev. 1-05-09)

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

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AGENDA ITEM REPORT



To:

Subject: Upgrade Backup System

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Upgrade for the Town's backup system. The Government contract number is GSA #GS-35F-0511T Line 6 on the quote.

FINANCIAL IMPACT:

This is a budgeted item. The total cost over a five year period is \$ 36,968.26

RECOMMENDATION:

That we use CSPI they have the best prices for the upgrade and they are applying credits for past purchases.

ATTACHMENTS:

[CSPI Quote 0320-18956 5 with Services](#)

[Vology 6568-Q5140317-81740](#)

[100720P Ardera Quote Barracuda Backup 690](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Town Attorney, Town Attorney	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

0320-18956

Date: 10/07/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

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

Project Name: Barracuda Backup 690 (5 Year)

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: (954) 701-4345

Email: mpakula@tpfpl.gov

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

Items

No.	Qty	Item No.	Description	Unit Price	Ext. Price
1	1	BBS690a	Barracuda Backup Server Appliance 690	\$6,463.18	\$6,463.18
2	1	BBS690A-B	Barracuda Backup Server Appliance 690 Unlimited Cloud Storage Subscription 5 Year	\$16,156.55	\$16,156.55
3	1	BBS690A-E	Barracuda Backup Server Appliance 690 Energize Updates Subscription 5 Year	\$5,814.47	\$5,814.47
4	1	BBS690A-H	Barracuda Backup Server Appliance 690 Instant Replacement Subscription 5 Year	\$7,107.06	\$7,107.06
5	2	BT003	Barracuda Consulting Services – 4 hours	\$684.00	\$1,368.00
6	1	GSA	GSA #GS-35F-0511T	\$0.00	\$0.00
				Sub Total:	\$36,909.26
				Shipping:	\$59.00
				Tax:	\$0.00
				Total:	\$36,968.26

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/CSPI_TS_modcomp_TC.pdf

Sales Quote

Quote #: 6568
Created: 10/07/2020
Expires: 10/30/2020

Customer			Contact		Ship To		
Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023			Mark Pakula Phone: (954)701-4345 Email: mpakula@townofpembrokepark.com		Town of Pembroke Park 3150 Southwest 52nd Avenue Pembroke Park, FL 33023 U.S.A.		
Account	Payment Method	Terms	Due Date	Account Manager	Scheduled Delivery	Ship VIA	P.O. #
Town of Pembroke Park	Company PO	Net 30	10/30/2020	Harrison Milanian Phone: (813)349-6848 Email: hmilanian@vology.com		Electronic Shipping/Email	

	Mfr. Part	Description	Quantity	Per Unit	Extended Amount
Barracuda Backup Server 690 Appliance					
*1	BBS690A	Barracuda Backup Server 690 Mfr: BARRACUDA NETWORKS, INC	1	\$ 11,368.45	\$ 11,368.45
Group Total					\$ 11,368.45
Barracuda Backup Server - 3 Year Subscription					
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Group Total					\$ 51,147.60

Total: \$ 93,204.61
Estimated Taxes: \$ 0.00
Estimated Freight: \$ 0.00

Quote-Total: \$ 93,204.61

DON'T FORGET We stock a full line of CABLES, GBICs and ACCESSORIES

INCLUDE with this ORDER & SAVE!

Memo:

Terms and Conditions

For our warranty and returns policies please visit our website at <https://www.vology.com/company/maintenance-warranty-services/>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This quote will expire 30 days from the quote date above. Prices are subject to change without notice.

Unless noted, this quote does not include shipping charges or taxes. Shipping costs are estimates and vary based on time of purchase, quantity ordered, shipment carrier and warehouse location. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For additional details on shipping, tariffs, duties & taxes, please visit our website at: http://www.vology.com/shipping_and_taxes

Visit our website for Warranty and returns policies at: <https://www.vology.com/company/maintenance-warranty-services/>

Signature: _____

Name (Print) : _____

THANK YOU FOR YOUR BUSINESS!



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Sales Agreement provided for Town of Pembroke Park

Effective Date:

October 7, 2020

Provided By:

Ardera
4713 Gann Store Road
Hixson, TN 37343

Provided For:

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

This Sales Agreement is between Town of Pembroke Park ("Client") and Harwood International Corporation dba Ardera ("Contractor").

Sales Agreement Expiration: November 15, 2020

Engagement Resources

Thomas Kosik
Account Executive
thomask@ardera.com
423-298-8855 (m)

Deliverables Overview

Ardera Deliverables are listed below. Highlighted components are included within this proposal:

Services and Support	Data Security, Protection, and Recovery	IT Infrastructure
Ardera Connect IT Managed Services	Microsoft 365 Protection	Email Security
Ardera Services / Support Onsite / Remote	Spear Phishing Protection	Network Security
Infrastructure as a Service	Backup and Recovery	Endpoint Security
	Business Continuity / HA	Email Archive
	Microsoft 365 Email Forensics and Incident Response	Spear Phishing Training
		Data Storage – Flash / Hybrid
		Cloud / Hybrid Cloud
		Converged / Hyperconverged
		Servers / Compute
		Network Switches

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

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Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Deliverables

The Town of Pembroke Park plans to migrate from your current Barracuda Backup Server, Serial Number 585041, to a new Barracuda Backup Server 690.

5-Year Option – Barracuda Backup Server 690

\$51,137.00

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1	Barracuda Backup Server 690 - 12TB Usable - Appliance	\$9,289.00	\$9,289.00
1	Barracuda Backup Server 690 - Unlimited Cloud Storage - Subscription - 5 Years	\$23,219.00	\$23,219.00
1	Barracuda Backup Server 690 - Energize Updates - Subscription - 5 Years	\$8,356.00	\$8,356.00
1	Barracuda Backup Server 690 - Instant Replacement - Subscription - 5 Years	\$10,214.00	\$10,214.00
1	Shipping - Barracuda (Domestic Ground)	\$59.00	\$59.00
Subtotal:			\$51,137.00

Notes:

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Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

Project Pricing and Payment Terms

Purchase Price \$51,137.00
Taxes are not included

Payment Terms Net 30 (upon approval)

Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Sales Agreement to be effective as of the day, month, and year below.

Town of Pembroke Park

Ardera

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

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Barracuda Backup Server 690 – 12TB Usable – 5-Years

Ardera - Terms and Conditions

1.0. ORDERS; ORDER ACCEPTANCE. The terms and conditions of sale set forth below ("Terms and Conditions") will be the only terms and conditions that will apply to and govern any purchase order accepted by Harwood International Corporation dba The ARDERA Group (aka ARDERA Technologies and Solutions and/or ARDERA), despite any terms or conditions to the contrary incorporated on "Customer / Client" purchase order forms or order blanks and/or otherwise specified by client / customer for your purchase and license of ARDERA's deliverables (collectively, "Product"). Therefore, ARDERA accepts your order conditioned on the express understanding and your agreement that the Terms and Conditions contained herein are the only terms and conditions applicable to your order. ARDERA objects to any other terms and conditions. You agree to submit your orders for "Product" in writing, stating the quantities and descriptions of Product required, applicable purchase prices and license fees, re-quested delivery dates and billing/shipping instructions. ARDERA, in its sole discretion, may accept or reject any non-conforming order at ARDERA Technologies and Solutions' principal place of business in Chattanooga, TN.

2.0. PRICE AND TERMS OF PAYMENT.

(a) Prices. ARDERA quotations constitute an offer to sell Product upon these Terms and Conditions. ARDERA's invoice price for Product ordered by you will be the applicable price in ARDERA accompanying quote in effect on the date ARDERA receives your order. Product prices do not include transportation or installation charges (except as otherwise set forth in ARDERA's then-current installation policy, and/or as specified within quotation documentation), or any sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes or other such charges will be included in ARDERA's invoice as separate items, which you agree to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to ARDERA; (b) Terms of Payment. If your credit worthiness has been approved in advance, ARDERA will grant net thirty (30) day payment terms to you, which shall require you to pay the full invoice price not later than thirty (30) days after the date of ARDERA's invoice. ARDERA issues all invoices upon shipment of Product; (c) Purchase Money Security Interest. Your order constitutes a security agreement, granting to ARDERA a purchase money security interest in Product or Service for the full amount of the purchase price. In order to perfect ARDERA security interest, You agree to execute all instruments that ARDERA, as the secured party, is required to file, or determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code ("UCC") of any state or federal law. Payment in full of the purchase price will release the security interest on that Product; (d) Credit/Allowance. ARDERA reserves the right to invoice you for material not returned within 45 days, for which you have received a credit or a trade in allowance, in the amount of such credit or trade in allowance. (e) All software, services, and support purchases are consumable items; thus, no refunds or returns are permitted after the initial purchase.

3.0. DELIVERY; RISK OF LOSS AND TITLE. All Product(s) shall be shipped to you F.O.B. origin. Risk of loss and/or damage and title to Product (except for software as provided under Section 8(c) below) will pass to you on delivery to the carrier. Unless you have specified a carrier in your purchase order, ARDERA will select the carrier for you with the express understanding that the carrier is not the agent of ARDERA. ARDERA may ship your order in one or more installment(s), which you agree to accept and pay for, unless you have provided ARDERA with prior written notification that you will not accept partial shipments. ARDERA will pack all Product(s) for shipping in accordance with standard commercial practices.

4.0. LIMITED WARRANTY. ARDERA warrants to you, as the original owner, that Products that are original vendor system hardware and or the equivalent provided through vendor partners, hardware option, or accessory, and delivered to you, as originally configured with vendor-based (and/or equivalent vendor) components (collectively the "Hardware"), will be free from defects in materials and workmanship. Unless specified otherwise, Hardware will carry a new warranty based on manufacturers specifications, but may include used parts and/or components that match or exceed the performance and reliability of new parts and/or components. This warranty is effective for the Warranty Period specified in the applicable vendor Warranty Statement provided with the Hardware, beginning on the date of the original shipment of the Hardware. If you discover a defect in the Hardware during the Warranty Period, as your exclusive remedy for breach of warranty, vendor will repair, replace, and/or credit the defective part based on the Vendor's warranty support services. Proof of purchase and a copy of the bill of sale, or packing list for the Hardware, bearing the applicable serial number to establish the original date of your purchase will be required.

5.0. Limitations: This warranty does not apply to any (1) software accompanying the Hardware, which is licensed to you under a separate agreement included with such software, (2) Hardware that has been damaged by abuse, accident, act of God, misuse, misapplication, improper installation, or shipment, and (3) Hardware that has been modified or had its serial number removed or defaced. THE FOREGOING WARRANTY IS IN LIEU OF, AND ARDERA Technologies and Solutions DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ARDERA Technologies and Solutions, OR ITS RESELLER PARTNERS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

6.0. LIMITATION OF LIABILITY. IN NO EVENT WILL Harwood International Corporation dba The ARDERA Group BE LIABLE TO YOU FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, DATA, GOODWILL, USE, SAVINGS, REVENUE, OR PROPERTY DAMAGE, WHETHER OR NOT ARDERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA. ARDERA'S LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS, SALE OR USE OF PRODUCT, OR YOUR RELATIONSHIP WITH ARDERA, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE/LICENSE FEE OF HARDWARE. IN NO EVENT WILL ARDERA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY YOU OR ANY OTHER PERSON OR ENTITY. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.0. PATENT AND COPYRIGHT PROTECTION. ARDERA will defend you in any suit or proceeding based on a claim that the Hardware purchased under this Agreement, constitutes infringement of any U.S. copyright, patent or trademark. ARDERA, or its solution providers, will pay all settlements or damages awarded against you, provided that you (i) inform ARDERA of such suit or proceeding in writing within ten (10) days of actual notice of a claim, and provide ARDERA with all related information, (ii) grant ARDERA the authority to settle or litigate such suit or proceeding, and (iii) provide all necessary assistance to ARDERA, or its solution providers. You have no authority to settle or litigate such suit or proceeding. Should the Hardware be held to infringe and its use enjoined, ARDERA at its expense, shall have the right to (a) procure for you the right to continue using such Hardware, (b) replace such Hardware with non-infringing Hardware, (c) modify the Hardware to make it non-infringing, or (d) accept return of the Hardware and refund the depreciated value. ARDERA will not be obligated to defend any claim nor be subject to any liability for costs or damages thereof, arising out of or related to: (i) a modification to or use or combination of the Hardware by you or a third party without ARDERA's written consent, (ii) use of infringing Hardware if non-infringing Hardware is made available to You, (iii) continued use of Hardware after you receive notice that the Hardware infringes a U.S. patent, copyright or trademark of a third party; and (iv) a claim that arises out of or is related to Microsoft Windows NT, Linux or UNIX operating system software and Intel microprocessors. THE FOREGOING STATES THE ENTIRE LIABILITY OF ARDERA, OR ITS SOLUTION PROVIDERS, FOR PATENT, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT BY ANY PRODUCT FURNISHED UNDER THE TERMS AND CONDITIONS.

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.



Agreement# 100720P

Barracuda Backup Server 690 – 12TB Usable – 5-Years

8.0. GENERAL. (a) Product Changes. The OEM companies which provide product to ARDERA may make alterations to Product(s) that it deems necessary to comply with changed safety standards, specifications or governmental regulations, at any time prior to shipment. (b) Force Majeure. In no event will ARDERA be liable for delays or failure to fulfill its obligations hereunder because of acts of God, fire, labor disputes of any nature, accident, supplier failure or delay, insurrection or other causes beyond its reasonable control. (c) Licensed Products. All ARDERA-supplied licensed software products (collectively, "Software") are licensed to you by the appropriate Software Vendor for your use pursuant to Sections 1 through 4 above. When used in reference to Software, the word "purchase" or any derivative words that are used, shall be deemed to mean "license". In all cases, title to Software will remain with its licensors. (d) Use. Product is not designed or intended for use in connection with the actual construction, maintenance, and/or operation of any nuclear facility, aircraft, aircraft communication or aircraft ground support system, life support system or life threatening surgical procedure. ARDERA shall not be liable to you for any claims or damages arising from any use or resale by you to a third party for such purposes. You shall indemnify, defend (with counsel approved in writing in advance by ARDERA) and hold ARDERA harmless against any claims for cost, damage, expense (including reasonable attorneys' fees) or liability arising out of or in connection with any such use or resale. (e) Export. You warrant that you do not intend to, and will not knowingly, export, either directly or indirectly, any Product or any portion of Product, to any country for which such approval is required, without the prior written approval of the Office of Export Administration of the U. S. Department of Commerce or any other applicable U.S. Government agency. (f) Assignment. You may not assign your orders without the prior written permission of ARDERA and any such assignment will be null and void. (g) Resolution of Disputes. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law rules. In the event that any dispute or controversy between the parties arises out of or is related hereto, whether in contract or tort, such dispute or controversy shall be subject to the exclusive jurisdiction of the Tennessee state courts in and for Hamilton County, Tennessee (or, if there is federal jurisdiction, the U.S. District Court for the Southeastern District of Tennessee) and the prevailing party shall recover all of its costs, including reasonable attorneys' fees. (h) Unenforceable Provisions. In the event that any of the above terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining terms and conditions will remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions that most nearly effect the parties' intent hereunder. (i) Complete Agreement. These Terms and Conditions constitute the entire agreement between you and ARDERA regarding your order. Any other prior written or oral agreements existing between us are expressly canceled. You represent that you have not relied on any other representations not expressly contained herein. To be binding on either party, any modification of these Terms and Conditions must be in writing and signed by each other's duly authorized representative.

9. SUMMARY STATEMENT. To the extent represented herein, and in lieu of other specific product information which may be provided by the respective OEM; documentation from the OEM shall supersede this statement.

(rev. 1-05-09)

Notes:

Unless specified otherwise, taxes, shipping and handling, and materials handling fees are not included in the solution price.

Unless specified otherwise, solution pricing reflects cash pricing. Alternative payment methods may be subject to additional charges.

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RESOLUTION NO. 2020-144

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF WESTLAW SUBSCRIPTION FOR THE TOWN ATTORNEY'S OFFICE AT A COST OF \$10,710 FOR THREE YEARS; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that the Town Attorney's Office for the Town of Pembroke Park (the "Town") needs a subscription to Westlaw; and

WHEREAS, pursuant thereto IT Director negotiated a three year contract with Westlaw at a cost of \$10, 710 (Ten Thousand Seven Hundred and Ten Dollars) in conformance with the Town's procurement code.

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

Section 1: The Town Commission shall approve a contract with Westlaw for the Town Attorney's Office at a not to exceed cost for three years at \$10, 710 (Ten Thousand Seven Hundred and Ten Dollars).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: West Law for in-house Attorney

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Required to set up the Legal department for the Town, State contract information 81111902-ACS-17-1

FINANCIAL IMPACT:

The total cost for three years is \$10,710.00

RECOMMENDATION:

Purchase Westlaw for in house Attorney

ATTACHMENTS:

[3YR Pembroke Park Town Attorney Westlaw Contract - Florida Core 81111902-ACS-17-1 How to Use This Contract \(1\)](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Pending
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None



THOMSON REUTERS®

Order Form

Order ID: Q-00920544

Contact your representative matthew.burch@thomsonreuters.com with any questions. Thank you.

Account Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413 US

Shipping Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413 US

Billing Address

Account #:
Pembroke Park Town Hall
Town Attorney
3150 SW 52ND AVE
PEMBROKE PARK, FL 33023-5413 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$297.50	36	3%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly Charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. This Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time during the Term, we reserve the right to increase your charges as applicable

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<https://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caseologistix.pdf>

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00920544

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 12/6/2020.



THOMSON REUTERS®

Attachment

Order ID: Q-00920544

Contact your representative matthew.burch@thomsonreuters.com with any questions.
Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number:

Order Confirmation Contact (#28)

Contact Name: Pakula, Mark
Email: mpakula@tppfl.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Mark Pakula
Email mpakula@tppfl.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
	Pembroke Park Town Hall	3150 SW 52ND AVE PEMBROKE PARK FL 33023-5413 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Attorneys	42077755	Gvt - Analytical Plus for Government
1	Attorneys	42077846	Florida State Primary Core for Govt
1	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Melissa	Anderson	townattorney@tppfl.gov	EML PSWD CONTACT



How to Use This Contract

Serials and Database Access (81111902-ACS-17-1)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/serials_and_database_access.

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
 - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage.
 - Create a requisition/purchase order in [MFMP Buyer](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders); for additional information, visit https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/requisitions_purchase_orders.
 - **CATALOG TYPE:** None - Create a requisition and click the 'Create Non-Catalog Item' button. In the 'Supplier' field, use the appropriate contractor's FEIN, as provided on the contract webpage; in the 'State Contract ID' field, select the contract number shown above from the drop-down menu.
 - **COMMODITY CODE:** 83121603, 83121604, 83121605, or select the most appropriate eight-digit commodity code under 55101500, 55111500, 81111900, ; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
 - **METHOD OF PROCUREMENT:** C - Alternate contract source
- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.

Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

Frequently Asked Questions

- Can I purchase from a vendor outside of this contract if they offer better pricing?
 - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
 - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.

RESOLUTION NO. 2020-142

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDING A CONTRACT AT A NOT TO EXCEED COST OF \$15,760 TO ATELECOM, INC. TO REWIRE THE FIRST TWO FLOORS OF TOWN HALL FOR DATA AND SECURITY CAMERA RUNS TO SERVER ROOM; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds that the Town of Pembroke Park (the “Town”) needs rewire the first two floors of data runs and camera runs to the new server room in Town Hall; and

WHEREAS, pursuant thereto the IT Director has chosen ATelecom, Inc. to rewire the data and security camera runs to the Town Hall Server room at a not to exceed cost of \$15,760 (Fifteen Thousand Seven Hundred and Sixty Dollars) in conformance with the Town’s procurement code.

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

Section 1: The Town Commission shall award a contract to ATelecom, Inc. to rewire the data and security camera runs to the Town Hall Server room at a not to exceed cost of \$15,760 (Fifteen Thousand Seven Hundred and Sixty Dollars).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Rewiring for the first to floors to the new server room

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Atelecom,Inc will be rewiring the first two floors of data runs and camera runs to the new server room.

FINANCIAL IMPACT:

The total cost is \$15,760.00 quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town uses Atelecom,Inc to install new cabling.

ATTACHMENTS:

[Town of Pembroke Park voice and data cat6 quote 10-13-20](#)

[Town of Pembroke Park Cameras Cabling quote 9-20-20](#)

[Telephoneman wiring160968](#)

[Telephoneman Camera160993](#)

[Town of Pembroke Park - APT Proposal 5827 - IP Cameras](#)

[Town of Pembroke Park - APT Proposal 5805 - Data Runs](#)

Invoice



Atelecom, Inc.

7378 West Atlantic Blvd., #352
Margate, Florida 33063 – 3942
Voice: (954) 495-4409 Fax: (954) 495-4427

Quote
Date: 10-6-20

FOR:

☐ Sales
☒ Service
☐ Other: _____
☐ Repairs
☒ Install

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Cat 6 cable for voice and data to new server room	68	135.00	9,180.00
Cat 6 48 port Patch panel	2	295.00	590.00
Fiber -old server rm to new sever room(225) with parts.	1		1,395.00
Fiber boxes and patch cords			550.00
Remove old cables(low voltage)			800.00
12 - Month Warranty - Parts & Labor			-
Additional Information: any Additional cable runs = \$135.00			-
Deposit = \$6257.50			-
Bal. install after = \$6257.50			-
		SUBTOTAL	\$ 12,515.00
		SALES TAX	0.00%
		TOTAL	\$ 12,515.00

PAYMENT TYPE: ☐ Sales ☐ Credit Card ☐ Net 30 ☐ Check ☐ Cash ☐ Other Specify: _____

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelecom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelecom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelecom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____ Date: _____
Technician's Name: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!

Atelcom, Inc.

Quote
Date: 9-20-20

☐ Sales
☒ Service
☐ Other:

☐ Repairs
☒ Install

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Cat 6 cable for camers(for customer Provided camera)	20	120.00	2,400.00
Cat 6 24 port patch Panel		245.00	245.00
Remove old wire			600.00
			-
			-
<i>12 - Month Warranty - Parts & Labor</i>			-
			-
<i>Additional Information: any Additional cable runs=</i>			-
			-
Deposit = \$1622.50			-
Bal. install after = \$1622.50			-
		SUBTOTAL	\$ 3,245.00
		SALES TAX	0.00%
		TOTAL	\$ 3,245.00

PAYMENT TYPE: ☐ Sales ☐ Credit Card ☐ Net 30 ☐ Check ☐ Cash ☐ Other Specify: _____

By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelcom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelcom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelcom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____

Date:

Technician's Name: _____

Date:

THANK YOU FOR YOUR BUSINESS!



The Telephone Man
 3400 SW 26 Terrace
 Unit# A3
 Ft. Lauderdale, Florida 33312
 (954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
 Pembroke Park, FL 33023
 954.701.4345

Quote#

160968

Quote Date	Reference#	Sales Person	Contact Name:
09/03/20	Data Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Corning OM3 Armored Fiber optic runs, 6 strand Includes: Termination, LC Ends & Testing 1. From old server rm to new server rm. (140 ft) 2. From first floor air handler rm to new server rm. (60 ft)	1.00	1,750.00	1,750.00
2	Fiber Optic termination box. (1 Wall mount & 1 Rack mount) Includes: LC Fiber Connectors 1. in old server rm to extend existing fiber. 2. 1st floor air handler rm to new server rm for cameras and data	2.00	500.00	1,000.00
3	Cable Run, Catagory 6 Plenum Rated, Up to 125' For Voice & Data at Desk 1st and 2nd fl. data runs Includes: Wall plate, Cat 6 Insert, Labeling & Testing	66.00 ea	110.00	7,260.00
4	Cable Run, Catagory 6 Plenum Rated, Up to 125' 1. from new server rm to 1st fl. air handler rm. for existing switch 2. form new server rm to 2nd fl. air handler rm. for existing switch Includes: Cat 6 Insert/Jack, Testing and Labeling	2.00 ea	110.00	220.00
5	Leviton Cat 6, 48 Port Gigamax Patch Panel	2.00	425.00	850.00
6	Hour(s) Labor Wire demo of old data wire 1st floor- 6 to 8 hours 2nd floor- 6 to 8 hours	14.00 Hour	100.00	1,400.00
7	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Additional Equipment Required: 2ea 48 Port POE Gigabit Switches, 2ea 48 Port Managed Gigabit Switches
 Cat 6 Patch Cords & Fiber Patch Cords

Sub Total 12,780.00

Exempt 2019 (0%) 0.00

Total

\$12,780.00

Authorized Signature _____



The Telephone Man
3400 SW 26 Terrace
Unit# A3
Ft. Lauderdale, Florida 33312
(954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
Pembroke Park, FL 33023
954.701.4345

Quote#

160993

Quote Date	Reference#	Sales Person	Contact Name:
10/13/20	Camera Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Cable Run, Cat 6 Plenum Rated, Up to 125' For Customer Provided IP Camera's Includes: Cat 6 Insert/Jack, Testing and Labeling	20.00	110.00	2,200.00
2	Leviton Cat 6, 24 Port Gigamax Patch Panel	1.00	225.00	225.00
3	Hour(s) Labor Wire demo of old camera wire	6.00 Hour	100.00	600.00
4	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Sub Total 3,325.00

Exempt 2019 (0%) 0.00

Total \$3,325.00

Authorized Signature _____



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach
Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – IP Cameras



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/10/2020
ATTN:	
Quote#	5827

NOTICE OF PROPRIETARY INFORMATION

THE CONTENTS OF THIS PACKAGE ARE CONSIDERED BY ACCESS POINT TECHNOLOGIES INC TO BE PROPRIETARY. THIS DOCUMENT IS INTENDED FOR THE SOLE USE OF THE CUSTOMER AND MAY NOT BE RELEASED TO ANY OTHER VENDOR OR CONTRACTOR WITHOUT WRITTEN PERMISSION FROM ACCESS POINT TECHNOLOGIES.

PROJECT OVERVIEW- Low Voltage Cable Runs

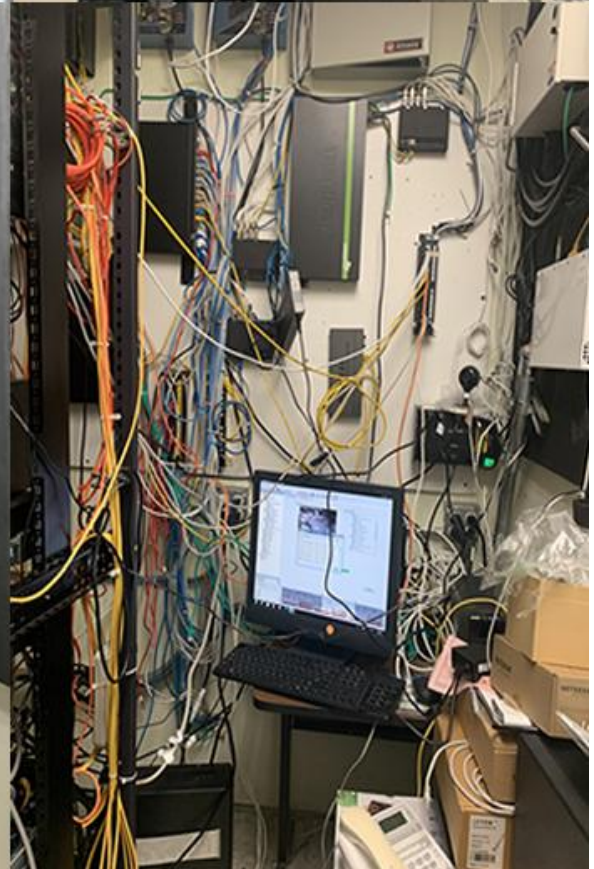
Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for IP Cameras

SCOPE OF WORK (Based on RFQ Provided by Customer)

Material & Labor

- APT will install CAT6 runs for IP Camera Locations according to plan
 - 1st Floor : 17 Cable runs for Camera Locations to NEW MDF 2nd Floor
 - 2nd Floor: 3 Cable runs for Camera Locations to NEW MDF 2nd Floor
 - **Camera installation will be performed by others
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will Label every cable for easy identification
- APT will remove old cabling after completion of the project
- APT will test , and label all the cabling and terminations
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring
- Permit Fees not included





PRICING

Materials & Labor	Price
<u>Material & Labor</u> ▪ <u>APT will install CAT6 runs for IP Camera Locations according to plan</u> ▪ 1st Floor : 17 Cable runs for Camera Locations to NEW MDF 2nd Floor ▪ 2nd Floor: 3 Cable runs for Camera Locations to NEW MDF 2nd Floor ▪ **Camera installation will be performed by others ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will Label every cable for easy identification ▪ APT will remove old cabling after completion of the project ▪ APT will test , and label all the cabling and terminations ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring ▪ Permit Fees not included	
Estimated Total Project Cost CAT6	\$4,136.00

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions

HYATT



sitel
group

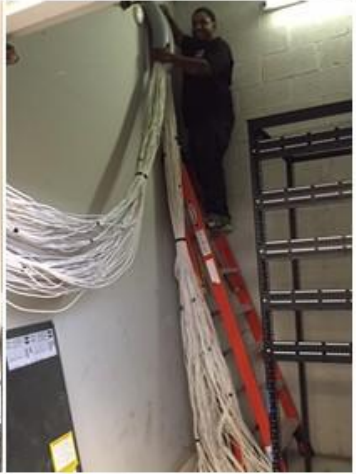
T-Mobile



NORDSTROM



CITY OF
MARGATE
Together We Make It Great





ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach
Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – Data Runs + Demarc Extension



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/06/2020
ATTN:	
Quote#	57805

NOTICE OF PROPRIETARY INFORMATION

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PROJECT OVERVIEW- Low Voltage Cable Runs

Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for DATA Runs CAT6 Plenum + Fiber Extension

SCOPE OF WORK (Based on RFQ Provided by Customer)

- APT will install/run/ connect Total of 76 Plenum Rated CAT6 Cable runs according to plan
 - 1st Floor 37 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan
 - 2nd Floor 39 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan
- CAT 6 Plenum Rated Extension of Demarc + Fiber Extension from Building Across the Street
 - APT will run 1 CAT6 From Demarc Rack Closet to 2nd Floor New IT Room
 - APT will extend existing Single Mode Fiber Link from Building Across the Street to 2nd Floor NEW IT Room
 - OM1 Single Mode 4 Strands Plenum Rated
 - APT will terminate fiber into a wall mount Fiber Enclosure
 - APT will terminate fiber run with SC Connectors
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will supply / install 1 Fiber OM3 with LC Connectors for Firewall connection to switch
- APT will Label every cable for easy identification
- APT will test , and label all the cabling and terminations
- APT will remove old cabling after completion of the project
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring

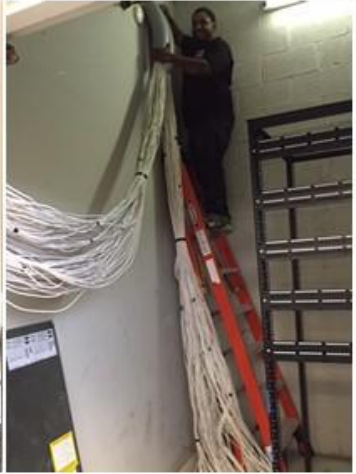
PRICING

Materials & Labor	Price
<u>Material & Labor Option #1 CAT6</u> ▪ APT will install/run/ connect Total of 76 Plenum Rated CAT6 Cable runs according to plan ▪ 1st Floor 37 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan ▪ 2nd Floor 39 Runs from NEW MDF 2nd Floor to Wall Jack Locations according to plan ▪ <u>CAT 6 Plenum Rated Extension of Demarc + Fiber Extension from Building Across the Street</u> ▪ APT will run 1 CAT6 From Demarc Rack Closet to 2nd Floor New IT Room ▪ APT will extend existing Single Mode Fiber Link from Building Across the Street to 2nd Floor NEW IT Room ▪ OM1 Single Mode 4 Strands Plenum Rated ▪ APT will terminate fiber into a wall mount Fiber Enclosure ▪ APT will terminate fiber run with SC Connectors ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will supply / install 1 Fiber OM3 with LC Connectors for Firewall connection to switch ▪ APT will Label every cable for easy identification ▪ APT will test , and label all the cabling and terminations ▪ APT will remove old cabling after completion of the project ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring	
Estimated Total Project Cost CAT6	\$14,060.98

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions





RESOLUTION NO. 2020-143

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE INSTALLATION OF WI-FI AT PEMBROKE PARK TOWN HALL AT A NOT TO EXCEED COST OF \$16,802.35; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission desires that wi-fi be installed at Town of Pembroke Park (the "Town") Town Hall; and

WHEREAS, pursuant thereto the IT Director has chosen to purchase the necessary hardware necessary for the wi-fi from vTECHio, Inc. at a not to exceed cost of \$13,552.35 (Thirteen Thousand Five Hundred and Fifty Two Dollars and Thirty Five Cents) in conformance with the Town's procurement code; and

WHEREAS, the IT Director has chosen Atelecom, Inc. to install the wi-fi at Town Hall from vTECHio, Inc. at a not to exceed cost of \$3,250.00 (Three Thousand Two Hundred and Fifty Dollars) in conformance with the Town's procurement code

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

Section 1: The Town Commission shall approve the award of contracts to vTECHio, Inc. and Atelecom Inc. for the purchase and installation of wi-fi at Town Hall at a not to exceed cost of \$16,802.35 (Sixteen Thousand Eight Hundred and Two Dollars and Thirty Five Cents).

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

AGENDA ITEM REPORT



To:

Subject: WIFI for the Townhall.

Meeting: 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is to install WIFI on the first two floors of the Town hall.

FINANCIAL IMPACT:

The cost is \$13,552.35 for the equipment and \$3,250.00 for the install quote is not budgeted but funds available via the surplus Building Department

RECOMMENDATION:

That the Town order the equipment from Vtechio and use Atelecom to install the equipment.

ATTACHMENTS:

[CAWQ17718](#)

[CSPi Quote 0320-18624](#)

[INSIGHT #0222519106](#)

[Atelecom APs cat 6](#)

[APT Proposal 5790 - WAPs LAST REVISION](#)

[Tellephonman Camera Runs](#)



2338 Immokalee Rd. #151
Naples, FL 34110
Phone: (239) 514-2888
Fax: (239) 236-2232
www.vTECHio.com

PROPOSAL

CAWQ17718

Oct 6, 2020

Prepared For:

Town of Pembroke Park
Mark Pakula
3150 S.W. 52nd Ave
Pembroke Park, FL 33023
United States

Phone (954) 701-4345
Fax

Presented By:

Jimmy Norton
Jimmy.Norton@vTECHio.com
(954) 541-7181

To accept this proposal, sign here and return:

Date: _____

Customer Purchase Order Number: _____

Here is the quote you requested.

Terms: Net 30 Days

Description	Unit Price	Qty	Ext. Price
■ SonicWall Switch SWS14-24FPOE - 28 Ports - Manageable - 2 Layer Supported - Modular - 410 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable - 12 Month Limited Warranty	\$650.00	2	\$1,300.00
■ 3YR 24X7 SUP FOR SWITCH SWS14-24FPOE	\$156.00	2	\$312.00
■ SonicWall SonicWave 432o IEEE 802.11ac 1.69 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 2 x Network (RJ-45) - Ceiling Mountable, Wall Mountable 3 year support	\$1,053.00	2	\$2,106.00
■ SonicWall SonicWave 231c IEEE 802.11ac 1.24 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable - 8 Pack 3 year support	\$2,152.00	1	\$2,152.00
■ SonicWall SonicWave 231c IEEE 802.11ac 1.24 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Ceiling Mountable, Wall Mountable - 1 Pack 3 year support	\$298.00	1	\$298.00
■ SonicWall SonicWave 432i IEEE 802.11ac 1.69 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - 2.5 Gigabit Ethernet, Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 8 Pack 3 year support	\$4,879.00	1	\$4,879.00
■ 10GBASE-SR SFP+ MMF F/FINISAR PERP 850NM 300M DUPLEX LC MSA STANDARD	\$98.67	5	\$493.35
■ REMOTE IMPLEMENTATION CLOUD SVCS REMOTE IMPLEMENTATION CLOUD SERVICE	\$503.00	4	\$2,012.00

Continued On Next Page ...

Description**Unit Price****Qty****Ext. Price****Subtotal**

\$13,552.35

Tax

\$0.00

Shipping

\$0.00

Grand Total**\$13,552.35**

Your investment in addition to the Grand Total:

\$0.00 Billed Monthly

\$0.00 Billed Quarterly

\$0.00 Billed Annually

Pricing, Taxes, and Additional Information

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

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

Page 3 of 17

2 of 2



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

0320-18952

Date: 10/06/2020

Customer

Town Of Pembroke Park

Customer Purchase Order:

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

Project Name: SonicWall Quote

End User Registration Details:

FOB:

Name: Mark Pakula

Phone: 954-701-4345

Email: mpakula@tpfpl.gov

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	2	02-SSC-2468	SONICWALL SWITCH SWS14-24FPOE - SWITCH - 28 PORTS - MANAGED - RACK-MOUNTABLE	\$680.00	\$1,360.00
2	2	02-SSC-4727	SONICWALL SUPPORT 24X7 - EXTENDED SERVICE AGREEMENT - 3 YEARS - SHIPMENT Comments: for Switch SWS14-24FPOE	\$166.00	\$332.00
3	2	01-SSC-2512	SONICWALL SONICWAVE 4320 - WIRELESS ACCESS POINT - W/ 3 YEARS SECURE CLOUD WIFI MANAGEMENT & SUPPORT	\$1,108.00	\$2,216.00
4	1	02-SSC-2433	SONICWAVE 231C WIRELESS ACCESS POINT 8-PACK WITH SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR Comments: (NO POE)	\$2,414.00	\$2,414.00
5	1	02-SSC-2630	SONICWAVE 4321 WIRELESS ACCESS POINT 8-PACK W/ ADVANCED SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR Comments: (NO POE)	\$5,472.00	\$5,472.00
6	1	02-SSC-2097	SONICWAVE 231C WIRELESS ACCESS POINT WITH SECURE CLOUD WIFI MANAGEMENT AND SUPPORT 3YR (NO POE)	\$336.00	\$336.00
7	4	02-SSC-4578	SONICWALL REMOTE IMPLEMENTATION CLOUD SERVICES (CC ORCSC/NSM OR WCM OR CAS)	\$594.00	\$2,376.00
8	5	FTLX8571D3BCL-CSPI	Flinisar Compatible 10GBASE-SR Mini-GBIC	\$72.00	\$360.00
				Sub Total:	\$14,866.00
				Shipping:	\$60.00
				Tax:	\$0.00
				Total:	\$14,926.00

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.

Page 1 of 2

Page 4 of 17

Printed On 10/6/2020 9:55:23 AM

Powered By M.O.E.S

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

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
FIRST TWO FLOORS
3150 SW 52ND AVE
PEMBROKE PARK FL 33023-5413

Quotation

Quotation Number : [222519106](#)
Document Date : 07-OCT-2020
PO Number :
PO Release :
Sales Rep : Ricardo Pryor
Email : RICARDO.PRYOR@INSIGHT.COM
Telephone : 4804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
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.

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.

Material	Material Description	Quantity	Unit Price	Extended Price
02-SSC-2468	SonicWall Switch SWS14-24FPOE - switch - 28 ports - managed - rack-mountable OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	2	657.73	1,315.46
02-SSC-2433	SonicWall SonicWave 231c - wireless access point - with 3 years Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	2,255.11	2,255.11
02-SSC-2097	SonicWall SonicWave 231c - wireless access point - with 3 years Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	307.52	307.52
02-SSC-2630	SonicWall SonicWave 432i - wireless access point - with 3 years Advanced Secure Cloud WiFi Management and Support OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	1	5,111.56	5,111.56

Material	Material Description	Quantity	Unit Price	Extended Price
02-SSC-4727	SonicWall Support 24X7 - Extended service agreement - advance hardware replacement - 3 years - shipment - response time: NBD - for Switch SWS14-24FPOE Coverage Dates: 14-JUL-2020 - 14-JUL-2023 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 252.00 Discount %: 39.421%	2	152.66	305.32
01-SSC-2512	SonicWall SonicWave 4320 - Wireless access point - with 3 years Secure Cloud WiFi Management and Support - 802.11ac Wave 2 - Wi-Fi - Dual Band OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 1700.00 Discount %: 39.419%	2	1,029.87	2,059.74
02-SSC-4578	SONICWALL REMOTE IMPLEMENTATION CLOUD SE Coverage Dates: 14-JUL-2020 - 14-AUG-2020 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 685.99 Discount %: 15.146%	4	582.09	2,328.36
FTLX8571D3BCL-LEG	Legrand Finisar FTLX8571D3BCL Compatible 10GBaseSR MMF SFP+ Transceiver TAA - SFP+ transceiver module - 10 GigE - TAA Compliant OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	5	74.00	370.00
			Product Subtotal	14,053.07
			TAX	0.00
			Total	14,053.07

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

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

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!

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.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

Atelecom, Inc.

Quote
Date: 10-6-20

☐ Sales
 ☐ Repairs
☐ Service
 ☒ Install
☐ Other:

BILL TO:		WORK SITE:	
Attention/Name:	Mark Pakula	Attention/Name:	
Company Name:	Town of Pembroke Park	Company Name:	
Street Address:	3150 SW 52nd Ave	Street Address:	Same
City, ST Zip Code:	Hollywood, FL 33023	City, ST Zip Code:	
Phone #:	(954) 966-4600	Phone #:	
Fax #:		Fax #:	

DESCRIPTION	QTY.	UNIT PRICE	AMOUNT
Cat 6 cable and AP SonicWall installed	14	145.00	2,030.00
Cat 6A cable and AP SonicWall installed Outside Unit	2	400.00	800.00
Poe switch installed into customer provided rack			-
Cat 6 48 port patch panel Installed	1	210.00	420.00
			-
<i>12 - Month Warranty - Parts & Labor</i>			-
			-
<i>Additional Information: any Additional cable runs=</i>			-
			-
Deposit = \$1625.00			-
Bal. install after = \$1625.00			-
		SUBTOTAL	\$ 3,250.00
		SALES TAX	0.00%
		TOTAL	\$ 3,250.00

PAYMENT TYPE:	☐ Sales	☐ Credit Card	☐ Net 30	☐ Check	☐ Cash	☐ Other Specify: _____
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By signing below, the undersigned Customer acknowledges and agrees that the above services, repairs or purchases to be satisfactory. If Customer is a corporation, partnership or other entity, the undersigned hereby personally guarantees the payment of this invoice. Customer agrees that if Customer refuses to pay and/or has a returned check, Customer agrees to pay any fees required to collect payment. Atelecom, Inc. reports all delinquent accounts to the credit bureau. Customer understand and agrees, that if Customer's account becomes delinquent or if Customer refuses to pay, Atelecom will remove any equipment, cable and jacks that were either sold to or installed for said Customer. All checks are to be made payable to: **Atelecom, Inc.** Customer will be charged a minimum of \$25.00 for any check returned.

I AGREE TO ALL THE TERMS AS STATED ABOVE.

Customer's Signature: _____ Date: _____

Technician's Name: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

Offices Miami - Ft. Lauderdale - Palm Beach

Phone: (954) 245-9291

PROPOSAL

For Town of Pembroke Park – Wireless APs



ACCESS POINT
TECHNOLOGIES

A subsidiary of Security Alarm Division

APT Contract Name:	Town of Pembroke Park
Property Location:	3150 SW 52nd Ave, Hollywood, FL 33023
Proposal Description:	Low Voltage
Date of Proposal:	10/10/2020
ATTN:	
Quote#	5790

NOTICE OF PROPRIETARY INFORMATION

THE CONTENTS OF THIS PACKAGE ARE CONSIDERED BY ACCESS POINT TECHNOLOGIES INC TO BE PROPRIETARY. THIS DOCUMENT IS INTENDED FOR THE SOLE USE OF THE CUSTOMER AND MAY NOT BE RELEASED TO ANY OTHER VENDOR OR CONTRACTOR WITHOUT WRITTEN PERMISSION FROM ACCESS POINT TECHNOLOGIES.

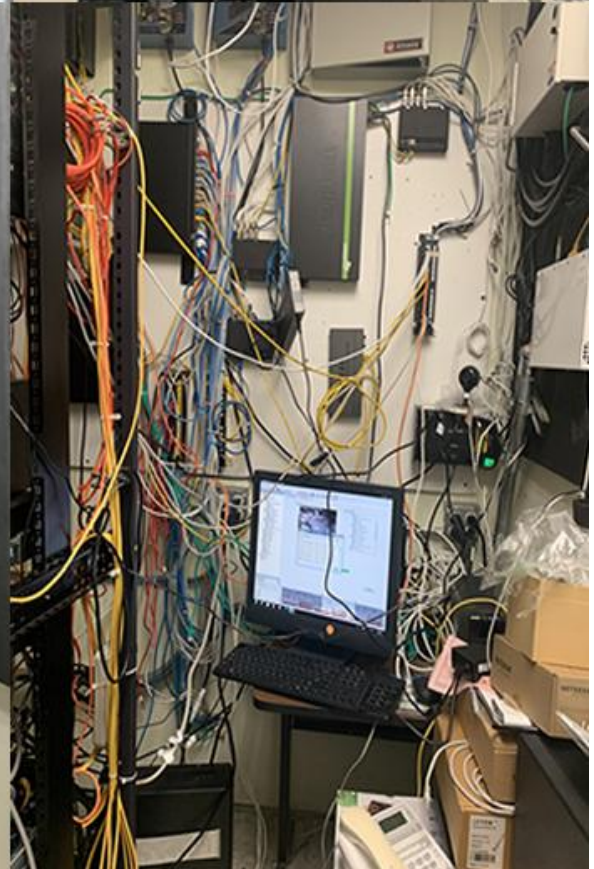
PROJECT OVERVIEW- Low Voltage Cable Runs

Access Point Technologies (APT) will install and certify the following systems:
Low Voltage infrastructure for Wireless APs

SCOPE OF WORK (Based on RFQ Provided by Customer)

- APT will install/run/ connect Total of 16 Plenum Rated CAT6 Cable runs according to plan
 - 1st Floor North (9 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - 2nd Floor (5 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - External APs (2 CAT6 Plenum Runs will terminate in NEW MDF 2nd)
 - External APs will be mounted externally on the second floor level, centered to the entrance wall of the building
 - APT will terminate new wiring into existing Patch Panels, and Keystone Jacks + Surface Mount Boxes
- APT will install the necessary hardware to hang/tied/and terminate all the wires
- APT will Label every cable for easy identification
- APT will remove old cabling after completion of the project
- APT will test , and label all the cabling and terminations
- APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association)
- APT will dressed the cables and terminate them in clean organized way.
- 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring
- Permit Fees not included





PRICING

Materials & Labor	Price
<u>Material & Labor</u> ▪ <u>APT will install/run/ connect Total of 16 Plenum Rated CAT6 Cable runs according to plan</u> ▪ 1st Floor North (9 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ 2nd Floor (5 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ External APs (2 CAT6 Plenum Runs will terminate in NEW MDF 2nd) ▪ External APs will be mounted externally on the second floor level, centered to the entrance wall of the building ▪ APT will terminate new wiring into existing Patch Panels, and Keystone Jacks + Surface Mount Boxes ▪ APT will install the necessary hardware to hang/tied/and terminate all the wires ▪ APT will Label every cable for easy identification ▪ APT will remove old cabling after completion of the project ▪ APT will test , and label all the cabling and terminations ▪ APT will follow State low voltage Code installation procedures, and also follow best practices and guidelines by TIA (Telecommunications Industry Association) ▪ APT will dressed the cables and terminate them in clean organized way. ▪ 2 Year Labor Warranty / 15 Manufacturer Warranty for Wiring ▪ Permit Fees not included	
Estimated Total Project Cost CAT6	\$3,940.00

REFERENCES OF RECENT LOW VOLTAGE PROJECTS

Sl. No.	Details
1	Boca Raton Marriott at Boca Center 5150 Town Center Cir, Boca Raton, FL 33486 Andrey Derisio Director of Operations (561) 620-3711
2	Silver Airlines 1100 Lee Wagener Blvd #210, Fort Lauderdale, FL 33315 Rob McMahon CIO – VP of IT (954)-232-1993 rob.mcmahon@silverairways.com
3	International Rail Partners, LLC 5200 Town Center Circle, Suite 550 Boca Raton Santos R. Victorero IT Director (561)-617-8059 admin@irailpartners.onmicrosoft.com
4	Juda Eskew & Associates, P.A 8211 West Broward Blvd ,Suite #PH1 Plantation, FL 33324 Shane White Director of Information Technology (954) 540-3135 swhite@homeownercpa.solutions

HYATT



sitel
group

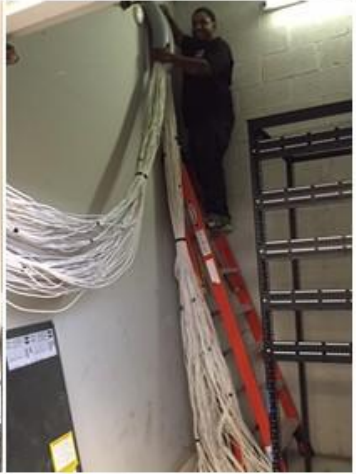
T-Mobile



NORDSTROM



CITY OF
MARGATE
Together We Make It Great





The Telephone Man
3400 SW 26 Terrace
Unit# A3
Ft. Lauderdale, Florida 33312
(954)-923-2838

QUOTE

Bill To

Town of Pembroke Park

3150 SW 52nd Avenue
Pembroke Park, FL 33023
954.701.4345

Quote#

160993

Quote Date	Reference#	Sales Person	Contact Name:
10/13/20	Camera Cabling	Scott	Mark

#	Item & Description	Qty	Rate	Amount
1	Cable Run, Cat 6 Plenum Rated, Up to 125' For Customer Provided IP Camera's Includes: Cat 6 Insert/Jack, Testing and Labeling	20.00	110.00	2,200.00
2	Leviton Cat 6, 24 Port Gigamax Patch Panel	1.00	225.00	225.00
3	Hour(s) Labor Wire demo of old camera wire	6.00 Hour	100.00	600.00
4	Permit Processing Fee Includes: Paperwork Processing & Inspections (Does not Include City or County Permit Fee's)	1.00 ea	300.00	300.00

Sub Total 3,325.00

Exempt 2019 (0%) 0.00

Total \$3,325.00

Authorized Signature _____

RESOLUTION NO. 2020-127

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 COMPUTER PRODUCTS AND SERVICES; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELL FINANCIAL SERVICES, LLC TO FINANCE A PORTION OF THE PROJECT EXPENSES; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is currently undertaking a comprehensive project to upgrade the computer hardware equipment and software systems to increase the efficiency, storage capacity and security of the Town's computer technology system;

WHEREAS, the Town staff has requested proposals from qualified computer technology vendors to design and install a computer technology system to enable the Town to migrate information from the Town's existing servers to a cloud based storage system and Town server storage system, provide and install new computer servers to replace the Town's current computer servers, provide and install the required software to operate the new computer system, provide instruction to Town staff as necessary on how to operate the new system, and provide licensing rights for the use of the computer software; and

WHEREAS, Town staff has reviewed the proposals the Town received to complete the aforesaid project and determined that Flagler Technologies, LLC presented the proposal which meets the requirements to complete the project; and

WHEREAS, the Florida Department of Management Services has selected Flagler Technologies, LLC as an authorized reseller of the Dell computer equipment and services

required to complete the Town's project; and

WHEREAS, the proposal presented by Flagler Technologies, LLC does not exceed the cost for the equipment and services as approved by the Florida Department of Management Services; and

WHEREAS, Section 2-126(c)(5), Pembroke Park Code of Ordinances, allows the Town to utilize competitively solicited proposals from other government agencies provided the solicitation meets the conditions of the ordinance; and

WHEREAS, Town staff has determined it is in the Town's best interest to finance a portion of the project expenses with Dell Financial Services, LLC; and

WHEREAS, it is necessary for the parties to enter into written agreements setting forth the terms and conditions for the provision of the equipment and services necessary for the project and for the financing of project expenses.

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

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

Section 2: That the Town is authorized to make and enter into an agreement with Flagler Technologies, LLC to provide all the components necessary to complete the aforesaid project, said agreement being on file with the Town Clerk and by reference made a part hereof.

Section 3: That the Town is authorized to make and enter into an agreement with Dell Financial Services, LLC to finance a portion of the project expenses, said agreement being on file with the Town Clerk and by reference made a part hereof.

Section 4: That upon approval of the agreement with Flagler Technologies, LLC and

Town of Pembroke Park
Resolution No. 2020-127

Dell Financial Services, LLC by the Town staff, the Mayor and appropriate Town officials are authorized and directed to execute and deliver said agreements for and on behalf of the Town.

Section 5: 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 6: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 7: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of November, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk Commissioner

HOWARD P. CLARK
Vice MayorCommissioner

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

MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Agmt with FN24804E.docx

AGENDA ITEM REPORT



To:

Subject: Migration of old Servers and install new servers.

Meeting: DRAFT AGENDA 10-28-2020 WORKSHOP COMMISSION MEETING - Oct 28 2020

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

FL State Contract Number 43211500-WSCA-15-ACS

FINANCIAL IMPACT:

This is a budgeted item \$96,685.98 I would ask not to exceed \$100,000.00

RECOMMENDATION:

That the Town use Flagler Technologies for the Server Migration

ATTACHMENTS:

[TPP Dell Infra Refresh V6](#)

[TPP JumpCloud AzureV2](#)

[Purchase Order - Town of Pembroke Park](#)

[Cumlio 365 Backups 70 users](#)

[Town-of-Pembroke-Park-New-Infrastructure-3144-2020-09-22v4](#)

[breakdown](#)

[flagler reso](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Oct 23 2020
Town Attorney, Town Attorney	Pending
JC Jimenez, Town Manager	None



Town of Pembroke Park - New Infrastructure - 3144

Quote #003512 v1

Prepared For:

Town of Pembroke Park

MArk Pakula
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

Ken Wagner
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

10.12.2020

Expires:

10.26.2020

Dell Server Storage VMware and Networking

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	Dell State Contract	https://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd	\$0.00	\$0.00
2	210-AKWU	PowerEdge R640 Server	\$6,335.71	\$12,671.42
1	210-AQIF	Dell EMC ME4024 Storage Array	\$25,168.75	\$25,168.75
1	A9662451	Dell EMC NetShelter SX 42U 600mm Wide x 1200mm Deep Enclosure with Sides Black	\$1,829.09	\$1,829.09
2	A7282255	10PK 1U 19IN BLACK MODULAR TOOL LESS BLANKING PANEL	\$51.67	\$103.34
4	210-AEDP	Dell Networking S3048-ON, 48x 1GbE, 4x SFP+ 10GbE ports, Stacking, PSU to IO air, 1x AC PSU, DNOS 9	\$4,393.75	\$17,575.00
6	470-ACMO	Dell Networking OM4 LC - LC Fiber Optic Cable (Optics Required) - 3 m - 9.84 ft Fiber Optic Network Cable for Network Device, Switch, Port Extender - First End: 2 x LC Male Network - Second End: 2 x LC Male Network - Orange	\$43.75	\$262.50
1	SRT3000RMXLA-NC	APC by Schneider Electric Smart-UPS SRT 3000VA RM 120V Network Card - 2U Rack/Tower - 3 Hour Recharge - 120 V AC Input - 120 V AC Output - 8 x NEMA 5-20R, 1 x NEMA L5-30R, 1 x NEMA L5-20R	\$3,112.01	\$3,112.01
1	AP8830	APC by Schneider Electric Metered Rack PDU - NEMA L5-20P - 24 x NEMA 5-20R - 120 V AC - 1920 W - 0U - Rack-mountable	\$482.59	\$482.59
2	9EM-00678	Microsoft Windows Server 2019 Standard - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$791.14	\$1,582.28
Subtotal:				\$62,786.98

Flagler Services

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	FLG Services	Complete End to end Services SOW to follow	\$15,835.00	\$15,835.00
40	FLG Services	Support Hours	\$125.00	\$5,000.00
Subtotal:				\$20,835.00

Quote Summary			Amount
Dell Server Storage VMware and Networking			\$62,786.98
Flagler Services			\$20,835.00
Total:			\$83,621.98

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Town of Pembroke Park - Jump Cloud Azure Files - 3242

Quote #003609 v1

Prepared For:

Town of Pembroke Park

MArk Pakula
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

Ken Wagner
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

09.25.2020

Expires:

10.18.2020

Monthly Services

Description	Recurring	Qty	Ext. Recurring
JumpCloud Pro JumpCloud PRO with Premium Support	\$10.00	55	\$550.00
JumpCloud 1 Year commitment billed monthly	\$0.00	1	\$0.00
Azure Azure Files 7 TB's Estimated will bill actual	\$422.00	1	\$422.00
Monthly Subtotal:			\$972.00

Monthly Expenses Summary	Amount
Monthly Services	\$972.00
Monthly Total:	\$972.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

DFS PURCHASE ORDER BUNDLE

The Customer agrees to purchase the product(s) itemized on the quote number indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges.
Subject to applicable Dell terms and conditions.

DFS lease terms are subject to Credit Approval.

Additional financial information in the form of financial statements from previous years may be required.

Company Name: Town of Pembroke Park

Federal Tax ID Number -

PO #

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	60 Month Annual Payments
003512V1	HW/SC/Installation	\$83,621.98	1	\$83	.2000	\$16,724.40
Estimated Property Tax						
TOTALS		\$83,621.98		\$		\$16,724.40

Total PO amount **\$83,621.98**

By (Authorized Buyer):

Signature / Date:

Title:

Phone #:

Bill to: (Complete with City State and ZIP)

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

Ship to: (Complete with City State and ZIP)

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



Town of Pembroke Park - Clumio Back Up 70 Users - 3293

Quote #003670 v1

Prepared For:

Town of Pembroke Park

MArk Pakula
3150 Southwest 52nd Avenue
Pembroke Park, FL 33023

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

Ken Wagner
5295 Town Center Rd
Suite 201
Boca Raton, FL 33486

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

10.09.2020

Expires:

11.08.2020

Clumio O365 Back Up

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
70	Clumio O365	1 year license Clumio O365 backups 1 year retention	\$20.00	\$1,400.00
			Subtotal:	\$1,400.00

Quote Summary	Amount
Clumio O365 Back Up	\$1,400.00
Total:	\$1,400.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



SOW 3144

Agreement to Perform Consulting Services to:
Town of Pembroke Park

Project Name: Town of Pembroke Park - New Infrastructure - 3144

Prepared for:

Mark Pakula
Town of Pembroke Park
Information Technology Director
P: 954-701-4345
mpakula@townofpembrokepark.com

Prepared by:

Tony Gonzalez
Flagler Technologies
Solution Architect
P: (561) 847-0801
tony.gonzalez@flagler.io

Flagler Technologies
Sales Representative

Ken Wagner
Flagler Technologies
Account Executive
P: (561) 229-1603
ken.wagner@flagler.io

SOW Agreement Date

THIS STATEMENT OF WORK AGREEMENT ("Agreement") is made on this date September 22, 2020 ("Effective Date") between Flagler Technologies and Town of Pembroke Park.

Project Objective

This project will provide the Town of Pembroke Park with new servers and storage array, as well as a cloud-based directory services solution.

Solution Summary

Flagler Technologies will be installing new hardware (rack, rack-mount power distribution, ups, switches, servers & storage) and installation of the latest supported firmware releases.

Scope of Services

Implement Phase

Rack Installation

- Rack Stack and Cable

UPS Install

- Rack Stack and Cable

PDU Install

- Rack Stack and Cable

48 Port Switch replacement

- Rack Stack & Cable

Move customer equipment to new rack

- Rack Stack and Cable

Dell EMC ME40XX Storage Array

- Site Inventory / Power Plan

- Rack Stack and Cable
- Hardware Firmware
- OS / Hypervisor Install
- Configuration

Dell PowerEdge Rackmount Server Installation

- Site Inventory / Power Plan
- Rack Stack and Cable
- Firmware Maintenance
- OS / Hypervisor Install

JumpCloud Installation

- Create Tenant
 - Create a new tenant in JumpCloud
- Import Users
 - Import Users from Active Directory
 - Import Users from O365
- Reset all passwords
 - Create new temporary passwords for all users
- Create bindings in JumpCloud for all SSO Web Apps
 - Setup JumpCloud authentication to an external application
- Add workstations/servers
 - Install JumpCloud agent on endpoints
 - Run the PC profile migration tool on each PC to move user profile
 - Map JumpCloud users to their corresponding system in JumpCloud
- Policy Creation
 - Work with customer to set up policies in JumpCloud
 - Restrict software installation
 - Prevent windows from storing LAN manager hash (dependent on JumpCloud support)
 - Restrict access to Control Panel (dependent on JumpCloud support)
 - Control access to a command prompt (dependent on JumpCloud support)
 - Disable forced restarts (dependent on JumpCloud support)
 - Disable guest accounts
 - Set minimum password length to 10 characters
 - Disable Anonymous SID Enumeration(dependent on JumpCloud support)

Windows Services

- Install and configure File Server
- Install and configure PrintServer

Azure Files

- Setup Azure File Sync

Project Management

- Serve as the primary point of contact on all project issues, needs, and concerns.
- Facilitate kickoff meeting to review scope and project expectations.
- Maintain a project log to proactively identify and communicate key decisions made, action items to be completed, and risks/issues that may impact scope.
- Schedule and coordinate resources to support the project

Out of Scope Services

Flagler Technologies is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of Scope. All services requested outside of this SOW as detailed above will require a "Project Change Request" (PCR) outlined in the "Project Change Request Procedure" section below before any services are performed.

Project Change Request Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.

Client Responsibilities

End User Customer Requirements

- Provide any background check requirements prior to start of project.
 - All technicians will have a state background check.
 - Provide 14-day notice if work site requires special level of background check for work being completed. School, Law Enforcement, etc.
- Provide contractor ID badge for all technicians. (If required)
- The Customer will provide Flagler Technologies “level 15” (i.e. administrator level) access to all devices so Flagler may gather the required data from the devices (e.g. “show” commands, etc).
- Unless otherwise noted or work is to be performed remotely, the customer will provide a minimum of 10x12 ft. of climate-controlled, secured space with lighting, power, and internet access. This space will be convenient to the general work area and will serve as a staging and storage area for BOM hardware, tools, and testing equipment.
- If the project is put on hold for more than thirty (30) days due to customer delays or the customer fails to engage within thirty (30) days of project award, Flagler may exercise its rights to any or all of the following: reassign resources, invoice for all equipment delivered to Flagler, charge storage fees, require ten (10) business days from the point of reengagement to reallocate resources to the project and request equitable adjustment.
- Town of Pembroke Park is responsible for physical installation of all hardware unless stated otherwise. Flagler is not responsible for the removal of boxes and packing materials provided for the shipment of the Customer equipment.
- Changes to any system that is related to or impacts the solution being installed should be discussed with the assigned Flagler Technologies Project Manager prior to implementation.
- The Town of Pembroke Park is responsible for providing remote access to the environment.
- The Town of Pembroke Park is responsible for providing desired passwords for the new deployments.
- The Town of Pembroke Park is responsible for providing Windows Server ISO for server build.
- **JumpCloud Installation**
 - Clean-up of accounts that will not need to be imported into JumpCloud
 - Once shown how to deploy JumpCloud Agent on the end-user machines, its the client responsibility to deploy after tested and documented in the customer environment

Key Assumptions

The general assumptions for all projects include the following:

- All work will be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., except holidays unless otherwise agreed to in advance.
- Flagler Technologies observes the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- Additional charges apply if the technician has to return to site for any reason outside of the technician's control.
- All equipment is not onsite
- Location/area is not ready for install
- Site contact is not available when technician arrives, and technician is turned away.

Deliverables

Flagler Technologies has completed its responsibilities to this Statement of Work when the following deliverables are completed:

- **Rack Installation**
- **UPS Install**
- **PDU Install**
- **48 Port Switch replacement**
- **Move customer equipment to new rack**
- **Dell EMC ME40XX Storage Array**
- **Dell PowerEdge Rackmount Server Installation**
- **JumpCloud Installation**
- **Windows Services**
- **Azure Files**

Services Pricing

The fees associated with this engagement are shown in the following table. Amounts shown are in \$USD:

Project Name: Town of Pembroke Park - New Infrastructure - 3144

Project Price: \$15,835.0

Billing Milestones:

Upon project completion - \$15,835.00

*Flagler Technologies reserves the right to invoice the customer 100% of the project cost if upon arrival to site the technicians are turned away.

**Flagler Technologies reserves the right to invoice the customer 50% of the total project cost if the job is canceled in less than 24 hours of technicians arriving onsite.

Pricing is valid for **(30)** days. Service provider requires advanced notice for scheduling of resources.

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below. By affixing my signature below, I hereby authorize Flagler Technologies to perform the services detailed in this proposal, and I accept all the terms and conditions governing the delivery of, and payment for, those services.

Accepted:

Accepted:

By: Town of Pembroke Park

By: Flagler Technologies

Name: Mark Pakula

Name:

Title: Information Technology Director

Title:

Date: _____

Date: _____

Standard Terms and Conditions

Flagler Technologies will perform in accordance with this Statement of Work (the 'SOW') effective on the date agreed upon by Town of Pembroke Park and Flagler Technologies. When mutually signed (executed), this SOW becomes contractually binding on Flagler Technologies and Town of Pembroke Park under the terms and conditions herein. As a matter of policy, Flagler Technologies normally collects sales tax in accordance with applicable state law. Town of Pembroke Park acknowledges and agrees that the charges set forth on this SOW do not include local, state or federal use, excise, personal property or other similar taxes or duties, and that such taxes will be added to the service fees to be paid by Town of Pembroke Park. There will be added to all charges amounts equal to any taxes, however designated, levied or based on such charges or on this SOW or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable by Flagler Technologies in respect to the foregoing, exclusive, however, of taxes based on net income.

Any information, whether protected by patent or copyright, including, but not limited to, programs, files, specifications, plans, business information, technical information, or other data either written or otherwise (hereinafter "Information"), which has been furnished or disclosed by Town of Pembroke Park to Flagler Technologies (or Flagler Technologies delivery partners), or by Flagler Technologies to Town of Pembroke Park, its employees, or agents shall remain property of the originating party and shall be considered proprietary Information by the receiving party, its employees, or agents. Information shall not be reproduced, published, or disclosed to any third party (except as noted Flagler Technologies delivery partners) without prior written consent of the originating party. All copies of any and all information furnished or disclosed (except for 'Deliverables' listed by this SOW) shall be returned to the originating party immediately upon written notice. Subject to any specific limitations set forth, each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from a breach of this SOW by the indemnifying party. The representations made here shall survive for one (1) year from the termination of this SOW and all claims for indemnification must be made within that one (1) year period. Flagler Technologies's liability is based on a deliverable site basis, and will not exceed the total amount (fixed cost or cost estimate) of this SOW. Flagler Technologies shall not be liable to Town of Pembroke Park for any delay or failure by Flagler Technologies to fulfill its obligations under this SOW or otherwise if such delay or failure arises from any cause or causes due to Force Majeure. Flagler Technologies makes no warranties as to any software and /or hardware manufactured by a third party which it uses to provide services pursuant to the terms of this SOW. In no case will Flagler Technologies be liable for any loss of business data, use or interruption.

	Breakdown for server migration				
	Year 1	Year 2	Year 3	Year 4	Year 5
Flagler Hardware	16724.40	16724.40	16724.40	16724.40	16724.40
Jump Cloud	11664.00	0.00	0.00	0.00	0.00
Backup system	1400.00	0.00	0.00	0.00	0.00
TOTAL	29788.40	16724.40	16724.40	16724.40	16724.40

RESOLUTION NO. 2020-

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 COMPUTER PRODUCTS AND SERVICES; AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT WITH DELL FINANCIAL SERVICES, LLC TO FINANCE A PORTION OF THE PROJECT EXPENSES; AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE AND DELIVER SAID AGREEMENTS FOR AND ON BEHALF OF TOWN; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is currently undertaking a comprehensive project to upgrade the computer hardware equipment and software systems to increase the efficiency, storage capacity and security of the Town's computer technology system; and

WHEREAS, the Town staff has requested proposals from qualified computer technology vendors to design and install a computer technology system to enable the Town to migrate information from the Town's existing servers to a cloud based storage system and Town server storage system; provide and install new computer servers to replace the Town's current computer servers; provide and install the required software to operate the new computer system; provide instruction to Town staff as necessary on how to operate the new system; and provide licensing rights for the use of the computer software; and

WHEREAS, Town staff has reviewed the proposals the Town received to complete the aforesaid project and determined that Flagler Technologies, LLC presented the proposal which meets the requirements to complete the project; and

WHEREAS, the Florida Department of Management Services has selected Flagler Technologies, LLC as an authorized reseller of the Dell computer equipment and services, which

is the type of equipment required to complete the Town's project; and

WHEREAS, the proposal presented by Flagler Technologies, LLC does not exceed the cost for the equipment and services as approved by the Florida Department of Management Services; and

WHEREAS, Section 2-126(c)(5), Pembroke Park Code of Ordinances, allows the Town to utilize competitively solicited proposals from other government agencies provided the solicitation meets the conditions of the ordinance; and

WHEREAS, Town staff has determined it is in the Town's best interest to finance a portion of the project expenses with Dell Financial Services, LLC; and

WHEREAS, it is necessary for the parties to enter into written agreements setting forth the terms and conditions for the provision of the equipment and services necessary for the project and for the financing of project expenses.

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

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

Section 2: That the Town is authorized to make and enter into an Agreement with Flagler Technologies, LLC to provide all the components necessary to complete the aforesaid project, said Agreement being on file with the Town Clerk and by reference made a part hereof. The Agreement shall be for a five year term. The first term of the Agreement cost \$27,988.40 (Twenty Seven Thousand Nine Hundred and Eighty Eight Dollars and Forty Cents) and the remaining four years shall cost \$16,724.40 (Sixteen Thousand Seven Hundred and Twenty Four Dollars and Forty Cents) per year.

Section 3: That the Town is authorized to make and enter into an Agreement with Dell Financial Services, LLC to finance a portion of the project expenses, said Agreement being on filed with the Town Clerk and by reference made a part hereof.

Section 4: That upon approval of the Agreement with Flagler Technologies, LLC and Dell Financial Services, LLC by the Town staff, the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Agreements for and on behalf of the Town.

Section 5: 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 6: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 7: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of November, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

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

MELISSA P. ANDERSON
Town Attorney

Town of Pembroke Park
Resolution No. 2020-

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020-Agmt with FN24804E.docx

RESOLUTION NO. 2020-131

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MARLEN MARTELL AS CLERK OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town retained the services of Marlen Martell on an independent contractor basis on December 11, 2019, to act in the capacity of Town Clerk; and

WHEREAS, on May 27th, 2020 Ms. Martell was hired on an “in house” basis as “Administrative Services Director/Town Clerk”; and

WHEREAS, the Town Commission desires to change the title of Marlen Martell from “Administrative Services Director/Town Clerk” to simply “Town Clerk.”

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

Section 1: The Town Commission does hereby change the title of Marlen Martell from “Administrative Services Director/Town Clerk” to “Town Clerk.”

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION 2020-131

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING MARLEN MARTELL AS CLERK OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town retained the services of Marlen Martell to serve as Interim Deputy Town Clerk on an independent contractor basis on December 11, 2019, and as Administrative Services Director on May 27th, 2020; and

WHEREAS, Marlen Martell has demonstrated a thorough knowledge of the duties and responsibilities of the office of municipal clerk; and

WHEREAS, Marlen Martell has devoted exceptional energy and diligence to organize the Town municipal clerk records and to implement procedures for the orderly operation of the Town clerk's office; and

WHEREAS, the Town Commission desires to appoint Marlen Martell to the position of Town Clerk.

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

Section 1: The Town Commission does hereby appoint Marlen Martell to serve as Town Clerk for the Town of Pembroke Park, and she is directed to undertake the duties and responsibilities of Town Clerk.

Section 2: That Marlen Martell shall serve in the office of Town Clerk at the pleasure of the Town Commission and shall be paid such compensation as may be authorized by the Town Commission.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION NO. 2020-132

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA ALLOWING PROCESS OF SERVICE PURSUANT TO FLORIDA STATUTES SECTION 48.111 TO BE DELEGATED TO THE TOWN ATTORNEY OR THE TOWN CLERK, OR, IF NEITHER ARE AVAILABLE, THE TOWN MANAGER; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park desires to allow service of process of legal documents to be delegated to town officials other than those local government officials enumerated in Florida Statutes, Section 48.111; and

WHEREAS, the Commission of the Town of Pembroke Park shall allow the service of process of legal documents under Section 48.111 of the Florida Statutes to either the Town Attorney or the Town Clerk or, in their absence, to the Town Manager.

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

Section 1: That the service of process of legal documents to the Town pursuant to Section 48.111 of the Florida Statutes shall be delegated to the Town Attorney or the Town Clerk, or, in their absence, the Town Manager.

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 10th day of November, 2020.

HOWARD P. CLARK
Vice Mayor Commissioner

ATTEST:

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION 2020-130

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, GRANTING A SIGN VARIANCE FOR THE PROPERTY LOCATED AT 1781 SOUTH PARK ROAD IN CONFORMANCE WITH CHAPTER 21 OF THE TOWN OF PEMBROKE PARK CODE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner ("Owner") at 1781 South Park Road in Pembroke Park has applied for a sign variance pursuant to Chapter 21, Division 4 of the Town Code of Pembroke Park, Florida; and

WHEREAS, the Owner has complied with sections 21-72 and 21-73 of the Town Code by submittal of a letter to the Town (attachment A hereto) demonstrating that enforcement of the requirements of Chapter 21 of the Code would result in an undue hardship upon the Owner; and

WHEREAS, the Town desires to grant the variance.

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

Section 1: The Town Commission, after consideration of the variance application of the Owner of 1781 South Park Road in Pembroke Park, grant the requested variance pursuant to Section 21-72 of the Town Code.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

October 2020

SIGN VARIANCE JUSTIFICATION

Interstate Signcrafters/GoPermit (Jennifer Ronneburger) ("Applicant") is currently rebranding the property location at 1781 South Park Road in the Town of Pembroke Park ("Property") to Public Storage.

One of the features proposed for the self-storage facility is much needed signage on all four sides of the building. However, section 21-20(3) of the Town's Code of Ordinances limits size of signage on any building to street frontage^{Text}. It is the Applicant's position that in order to encourage use of the facility, the appropriate signage will need to be provided. In order to achieve this, the applicant is requesting a variance from section 21-20(3)(h)(2) of the Town's code, which limits the size of non-frontage signage to one-third of the primary signage allowed at free-standing buildings. Additionally, the applicant is requesting a variance to section 21-20(3)(a), which limits the maximum text height & overall length of a sign based on building frontage. The final variance being requested by the applicant is to section 21-24(a)(7), which restricts the vertical location of a sign to twenty-five feet to the top of sign.

The variances being requested are intended to maintain a consistent signage design at all building facades while allowing for proper visibility and recognition of the building from I-95 and adjacent streets. Along the main frontages of the building, the maximum vertical location of signage shall be maintained per code keeping in consideration nearby residentially zoned areas. The remaining proposed signage along the north and east building facades are intended to provide visibility from I-95 and will face commercially zoned properties.

The overall area of the proposed signage complies with the primary signage size as described in section 21-20(3)(a)(3) of the Town of Pembroke Park Code of Ordinances. However, the text height restriction per section 21-20(3)(a)(1) would provide a sign out of proportion with the overall scale of the building and would reduce visual recognition from a distance. The general design and proportions between logo and text are part of the Public Storage design guidelines and contribute to the brand recognition. These proportions along with the size of the building, helped determine the general size of the proposed signage as well as the maximum text height, and therefore the need for these variance requests.

According to Section 21-73 of the Town's Code, the applicant shall demonstrate the reasons for the variance request and the hardship which would result if the same is denied. As stated above, the variances being requested are in relation to the overall size and location of the proposed signage. With regards to signage, it is important to consider the location of the building. The building sits on a corner lot located on the east side of S. Park Road and north of Alabama Street, the building is located a few blocks away from I-95 to the east and Pembroke Road to the north, both of which encompass an industrially zoned district (M-1 Zone). This site location provides no line of sight to the main thoroughfares, which would completely hide the

October 2020

function of the building unless properly identified at an adequately visible level. A direct result of inadequate signage along these facades is that patrons driving on I-95 may not be able to identify and locate the business they are looking for, such an occurrence is not only damaging to the business itself, but can also cause unnecessary traffic to adjacent streets or displace possible patrons from other surrounding businesses. To the south of the building; a block away, the building overlooks a residential area (T-1 Zone), while immediately to the south it abuts a block of warehouse building, which hide view of the building façade along which signage could be placed, leaving only S. Park road (West Façade) as the only visible road on which to place signage for those using the local roads. As a result of the building's location, a building on the same location would face the same needs for appropriate signage to be visible and viable.

As stated before, the signage proposed complies the criteria for primary signage as it relates to its area; it is the overall height of the text of 37.5-inches on this signage that exceeds the maximum 18-inch size permitted by Code. This text; "Public Storage" is a main identifier of signage and of the brand itself, the logo on its own may be mistaken for something else or may not be immediately recognized by someone in a vehicle. The size of these characters has a specific relation to the graphic logo as part of the design of the company's logo, which is the main identifying feature of any company's brand. It because of this identifying feature that the applicant is requesting the increase in height for this text; a company with similar signage design would have the same need for a variance of this nature.

As The Town of Pembroke Park continues to improve and grow, it is important to recognize the importance of signage to any successful business. Proper identification of a business from a distance makes a business more inviting and allows for proper planning for those visiting such businesses; this minimizes the possibility of traffic accidents and congestion, since patrons will have a clear direction of how arrive at the proper destination. The opposite is also true, without proper identification and signage, patrons may be forced to look for directions in their phones, slow down traffic as they look for the appropriate street or come to sudden stops before missing their turn, all of which are undesirable scenarios which put drivers and pedestrians as risk.

In conclusion, we are requesting the sign variances listed above and in the attached drawings for the purpose of creating a positive impact on the Town of Pembroke Park by providing signage proportionally sized to the building and at locations where identification of the building is clear and visible to patrons of this building and of surrounding businesses as a visual landmark.



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Reynold Dieuville
Commissioner

Georgina Cohen
Commissioner

Christopher J. Ryan
Town Attorney

MEMO

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice- Mayor
Geoffrey Jacobs, Clerk-Commissioner
Reynold Dieuville, Commissioner
Georgina Cohen, Commissioner
JC Jimenez, Town Manager

From: Myriam Jacques, Interim Public Services Director

Date: Friday, September 11, 2020

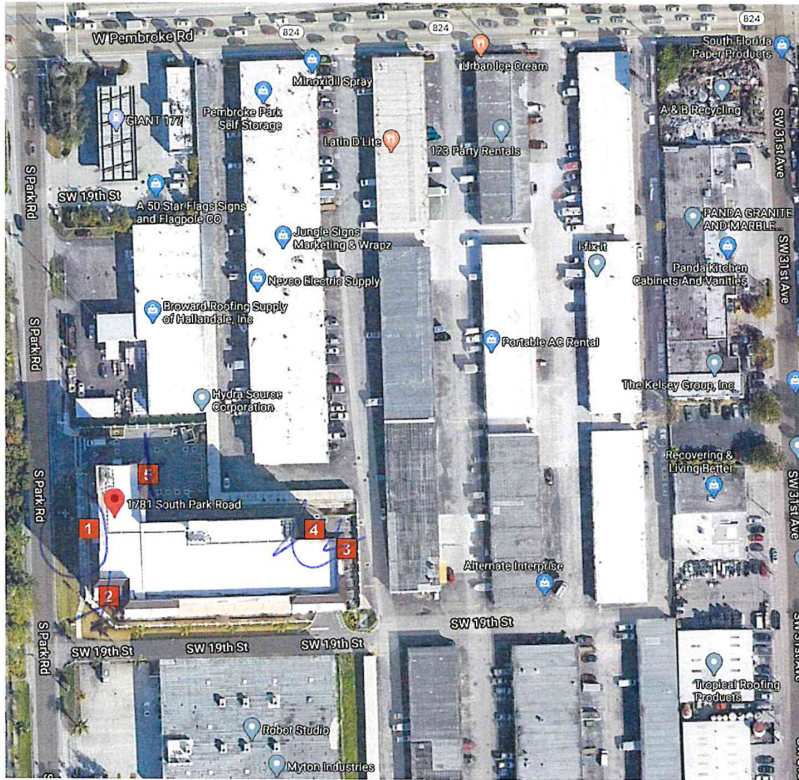
Re: Variance Request for Public Storage, Located at 1781 S Park Road
By American SignCrafters

Background:

American SignCrafters on behalf of Public Storage, Inc has requested a sign variance for their storage warehouse located at 1781 S Park Road. American SignCrafters has requested to transfer the sign variance from the previous tenant, Cube Storage. The owner has already paid for the request and they are not asking for additional variance from the sign requirements.

I am recommending approval as requested since the sign dimensions remain the same as the previous tenant.

Myriam Jacques
Interim Public Services Director



PAINTING Code:

- ☒ Conceptual Artwork
All Sizes are Estimated Until Technically Verified
- ☐ Technical Artwork
- ☐ Designed per Redlines

- 1 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 3 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 4 ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 5 FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

It is the intent and purpose of this color rendering to provide a basic color representation of your sign finish and color. However, digital media and printed colors will vary from actual paint finish and color. Existing painted surfaces will have a perceptible difference in shade and sheen from your sign finish. Providing a sample of the paint you wish to match or a Matthews paint color formula will minimize the differences.

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WWW.imagenational.com

UL INTERNATIONAL LABORATORIES ELECTRIC RISK
NANIPA PLANT - UL #433195-001
U.S. & P.R. - All signs conform to UL-462 (UL-462) listed accordingly & must comply with UL-471.1 in all procedures. Canada - all signs must be CANS compliant. This sign is intended to be installed in accordance with requirements of article 610 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: **PUBLIC STORAGE**
Site: **SITE # 1781 S PARK ROAD PEMBROKE PARK, FL**

Design Number: **TG-0399-20**
Date: **02/26/20**
Designer: **SH**
Account Manager: **JG**

File Location: **PS-TPM-HallandaleFL-020320-R2**
Drawing type:
Rev:

Page No.

1 of 10

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WEST ELEVATION
REMOVE AND DISCARD SIGN
EXISTING SF: 55.0



WEST ELEVATION
PROPOSED SF: 55.0

NOTE:
Any deviations from location reference
to call Image National on Site Direction.

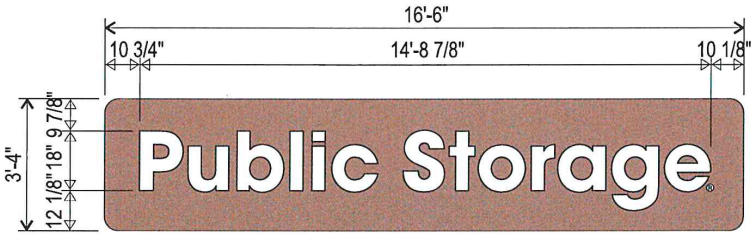


Christian Langley
Florida PE #67382
Cert of Auth #31124
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW



1 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

LETTER AREA (BOXED) - 29.4 SF AREA (INCLUDING B/G) - 55.0 SF

MINIMUM CLEAR SPACE REQUIRED - 3'-4" X 16'-6"

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UL UNDERWRITERS LABORATORIES ELECTRIC SIGN

NAMPA PLANT - UL #433195-001

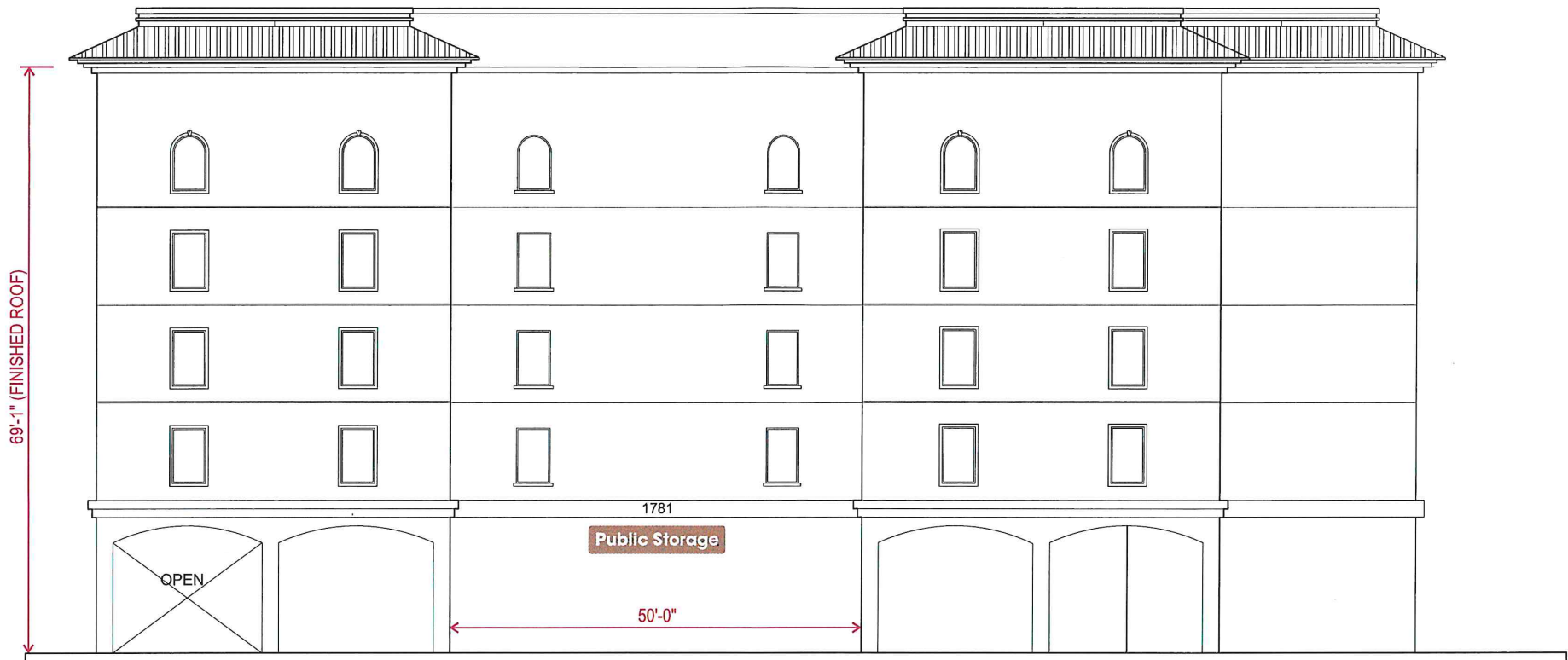
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures; Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	2 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

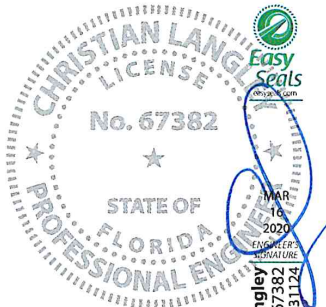
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

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WEST ELEVATION
SCALE: 1/16" = 1'-0"



Christian Langley
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113
Florida PE #67382
Cert of Auth #31124

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

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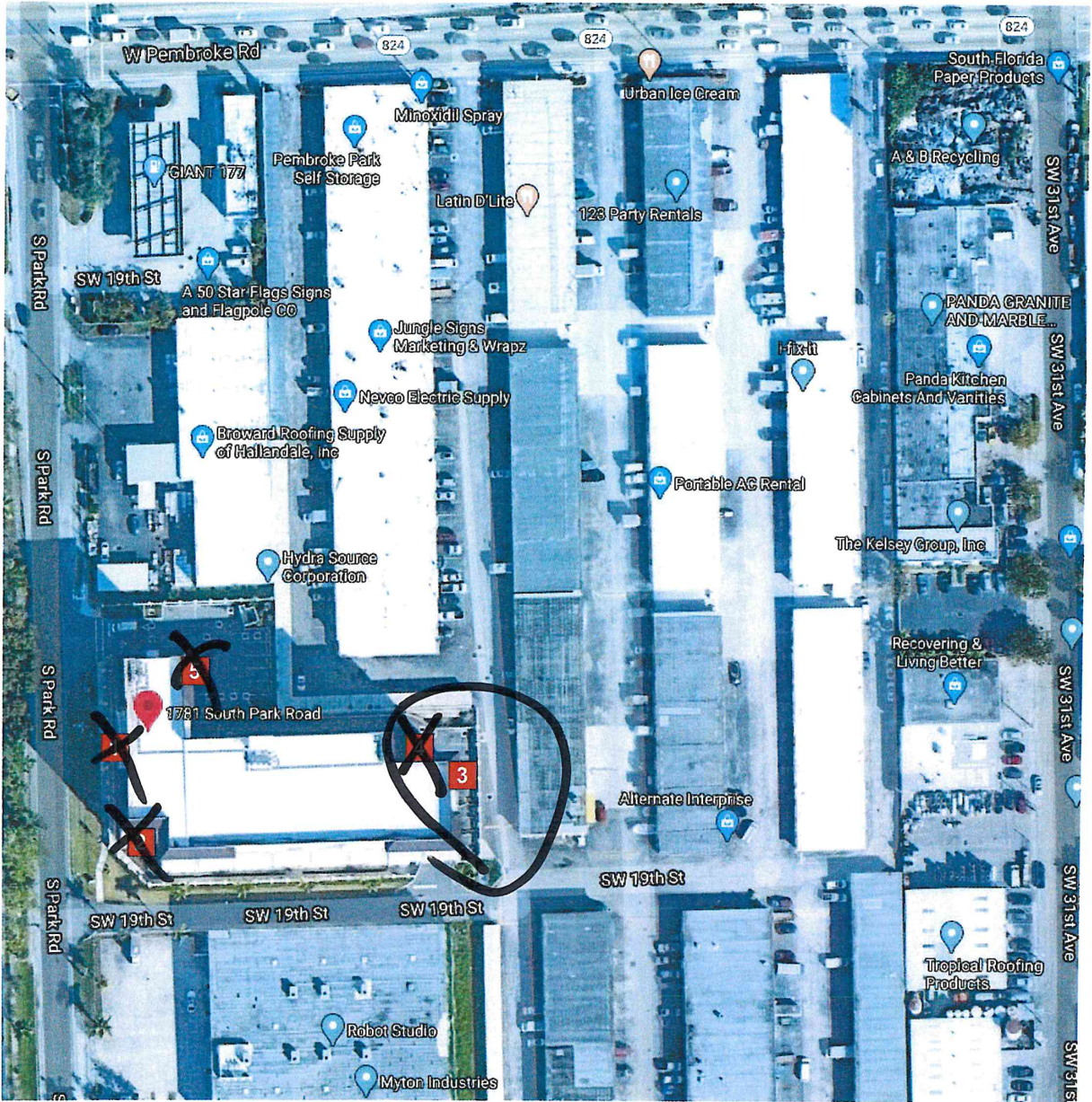
NAMPA PLANT -
UL #433195-001

U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	3 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

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 **SITE PLAN**
NOT TO SCALE

PAINTING Code:

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Client: **PUBLIC STORAGE**

Site: **SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL**

Design Number: **TG-0399-20**

Date: **02/26/20**

Designer: **SH**

Account Manager: **JG**

File Location: **PS-TPM-HallandaleFL-020320-R2**

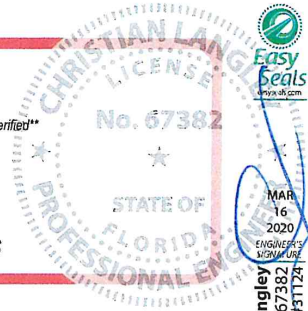
Drawing type:

Rev:

Page No.

1 of 10

- ☒ **Conceptual Artwork**
*All Sizes are Estimated Until Technically Verified**
- ☐ **Technical Artwork**
- ☐ **Designed per Redlines**



Christian Langley
Florida PE #67382
Cert of Auth #51124

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

- 1** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 3** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 4** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 113.2 SF
- 5** FCO COPY ON PANEL - NON-ILLUMINATED
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • Sign Height = 70 ft. max • Wall components & cladding: • Exposure 'C' • ASD Load Coeff = 0.6 • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

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Existing



EAST ELEVATION
REMOVE AND DISCARD SIGN

EXISTING SF: 144.0

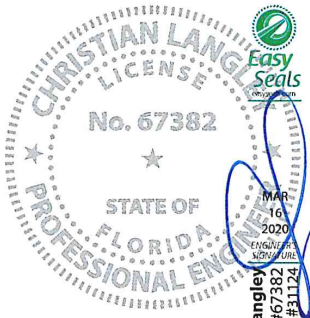
Proposed



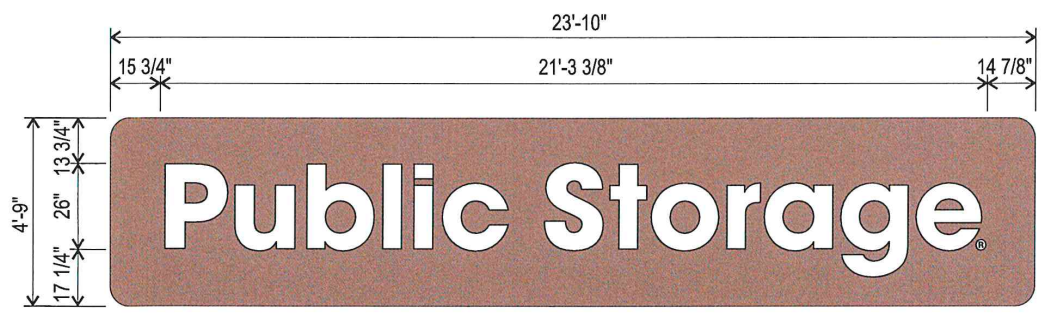
EAST ELEVATION

PROPOSED SF: 113.2

NOTE:
Any deviations from location reference
to call Image National on Site Direction.



Christian Langley
Florida PE #67382
Cert of Auth #11124
1200 N Federal Hwy #200
Boca Raton, FL 33432
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Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

SEE NEXT PAGE FOR FULL ELEVATION VIEW

3 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF

MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

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ELECTRIC SIGN

NAMPA PLANT -
UL #433195-001

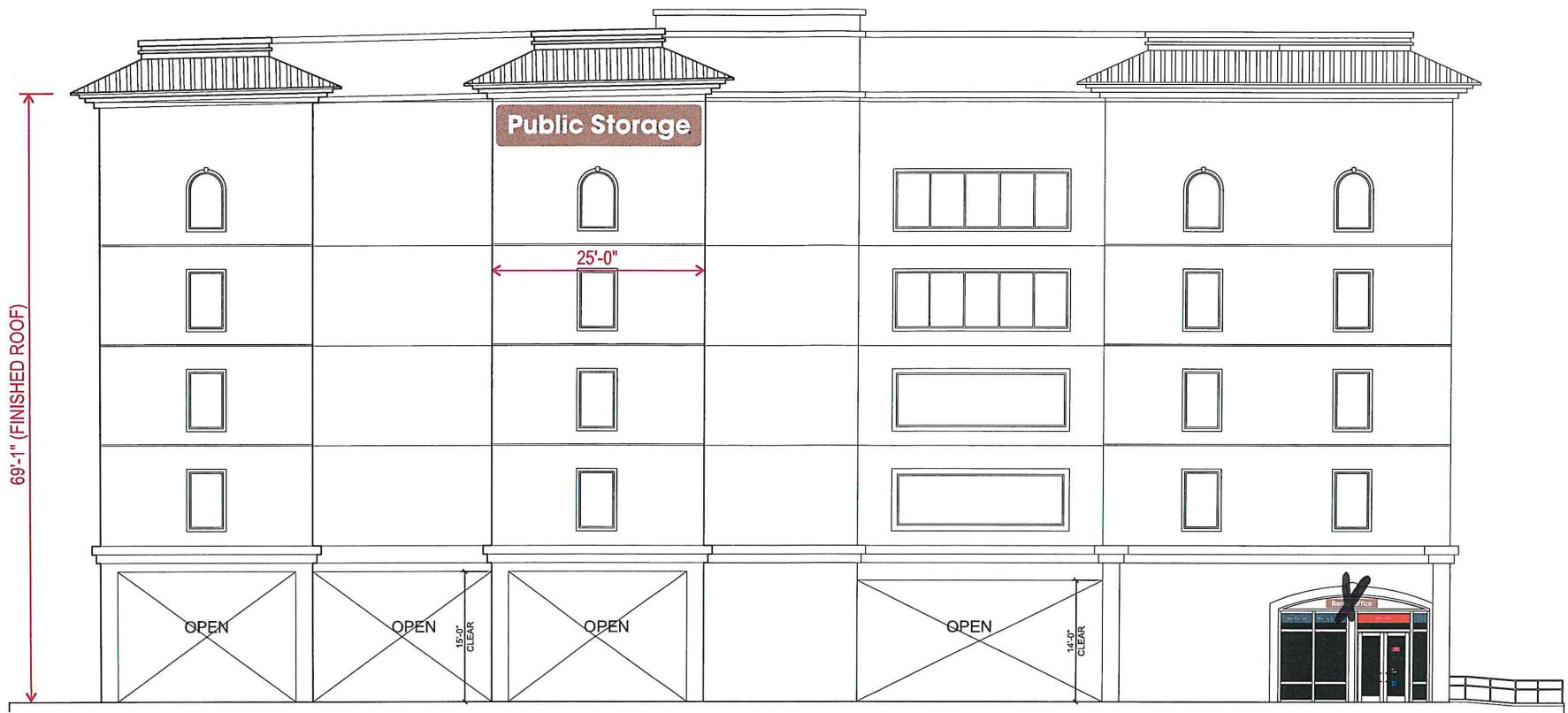
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	6 of 10
	Designer: SH	Rev:	
	Account Manager: JG		

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ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:



EAST ELEVATION
SCALE: 1/16" = 1'-0"

Special Notes

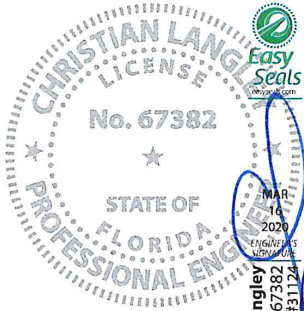
RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD

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	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	7 of 10
			Designer: SH	Rev:	
			Account Manager: JG		

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Christian Langley
Florida PE #67382
Cert of Auth #31124

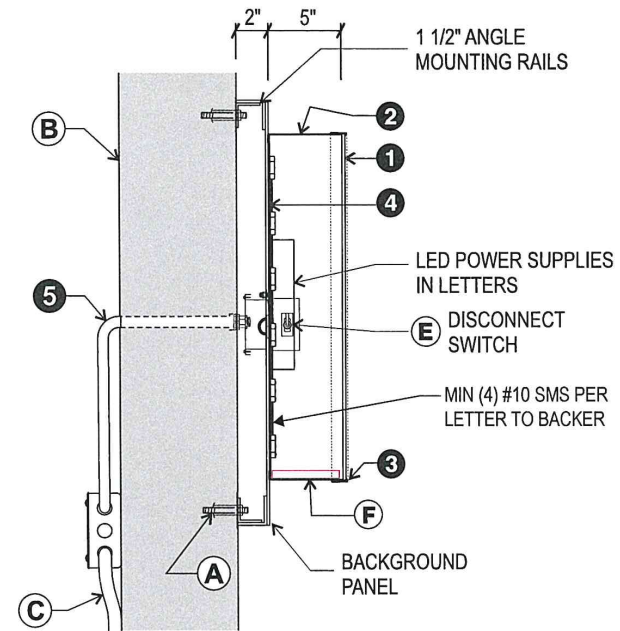
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85

• Risk Category 2 Struct.
• ASD Load Coeff = 0.6

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'

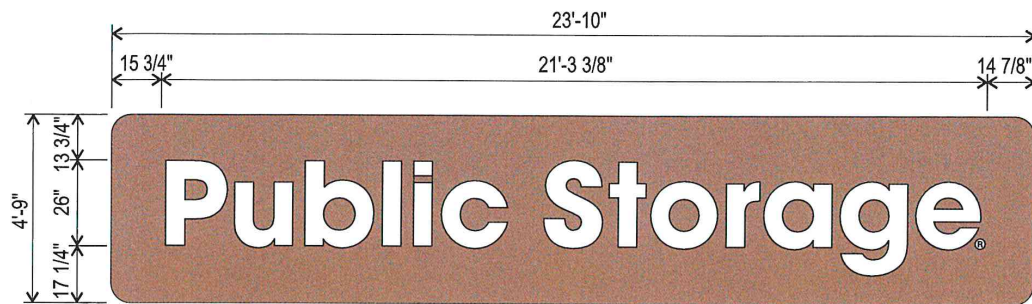


TYPICAL SECTION DETAIL
NOT TO SCALE

PARTS LIST:	
ITEM #	DESCRIPTION
1	3/16" Acrylic / .150 Poly (LETTER FACES)
2	Alum Coil 5.3" Black/Wht (RETURNS)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (BACKS)
5	Flex Alum Conduit 1/2"
INSTALL LIST:	
ITEM #	DESCRIPTION
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE		QTY or SPACING
WALL MATERIAL	ANCHOR TYPE	
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

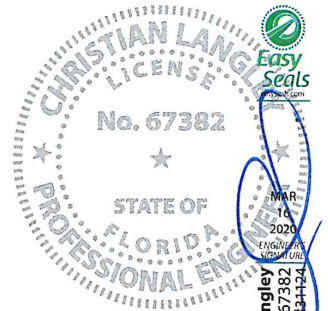
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

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		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL		Date: 02/26/20	Drawing type:	10 of 10
				Designer: SH	Rev:	
				Account Manager: JG		

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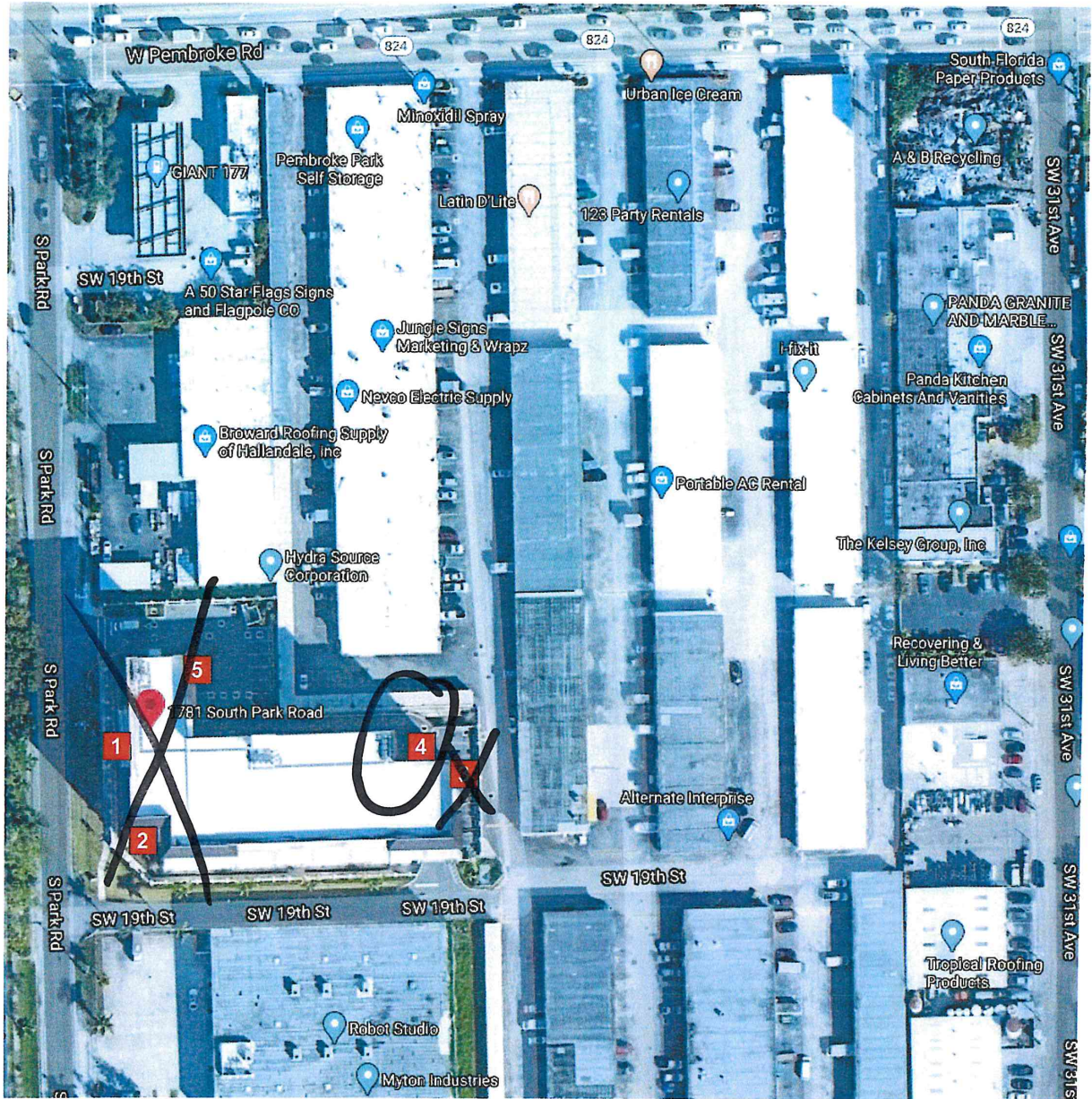
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Christian Langley
Florida PE #67382
Cert of Auth. #21424
1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
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• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

Risk Category 2 Struct.
• ASD Load Coeff = 0.6
ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'



SITE PLAN
NOT TO SCALE

PAINTING Code:

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UL UNDERWRITERS LABORATORIES ELECTRIC SIGN
NAMPA PLANT - UL #433195-001
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Client: **PUBLIC STORAGE**
Site: **SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL**

Design Number: **TG-0399-20**

Date: **02/26/20**

Designer: **SH**

Account Manager: **JG**

File Location: **PS-TPM-HallandaleFL-020320-R2**

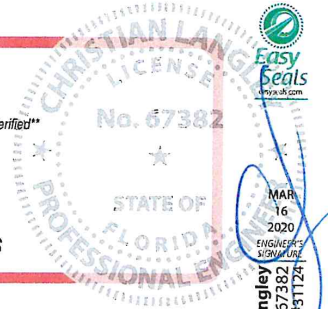
Drawing type:

Rev:

Page No.

1 of 10

- ☒ **Conceptual Artwork**
All Sizes are Estimated Until Technically Verified
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- ☐ **Designed per Redlines**



Christian Langley
Florida PE #67382
Cert of Auth #51124

1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-571-3113

- 1** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
- 2** ILLUMINATED CHANNEL LETTERS - PANEL
AREA: 55.0 SF
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AREA: 113.2 SF
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AREA: 6.0 SF

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SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
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4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

Wall components & cladding:
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
• Sign Height = 70 ft. max
• Kzt=1.0, Kd=0.85, G=0.85
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ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'

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NORTH ELEVATION
REMOVE AND DISCARD SIGN

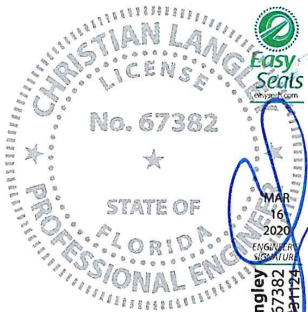
EXISTING SF: 144.0



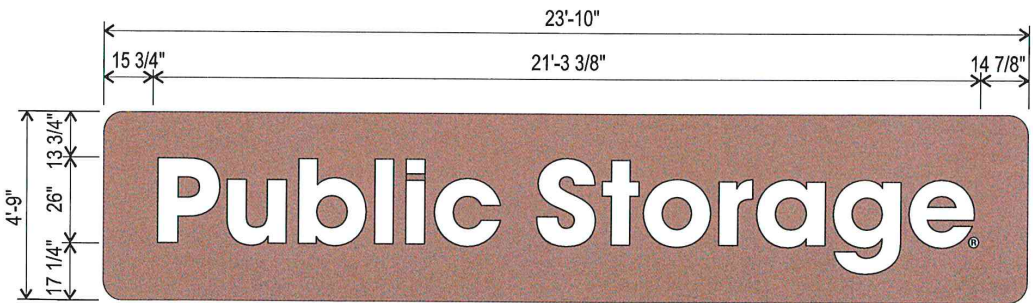
NORTH ELEVATION

PROPOSED SF: 113.2

NOTE:
Any deviations from location reference
to call Image National on Site Direction.



Christian Langley
Florida PE #67382
Cert of Auth. #12123
1200 N Federal Hwy #200
Boca Raton, FL 33432
1-888-371-3113



4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"
LETTER AREA (BOXED) - 61.4 SF AREA (INCLUDING B/G) - 113.2 SF
MINIMUM CLEAR SPACE REQUIRED - 4'-9" X 23'-10"

Special Notes

BACKER PANEL PAINTED SW 6348 REYNARD

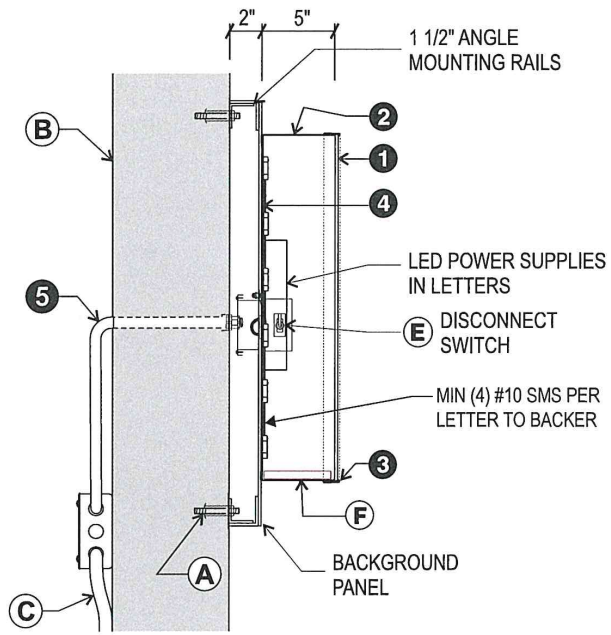
SEE NEXT PAGE FOR FULL ELEVATION VIEW

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 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com	 NANPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
		Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20 Designer: SH Account Manager: JG	Drawing type: Rev:	8 of 10

General Notes: • Design is in accordance with the requirements of the Fla Bldg Code 6th Ed (2017) for use within & outside the High Velocity Hurricane Zone (HVHZ). • This engineering certifies only the structural integrity of those systems, components, and/or other construction explicitly specified herein. • Electrical notes, details, & specifications are provided by and are the sole responsibility of the electrical contractor. No electrical review has been performed and no certification of such is intended. • Structural design meets requirements of ACI 318-14, AISI 360-10, ADM1-15, & ND-15, as applicable. • Steel components shall be coated, painted, or otherwise protected against corrosion per FBC Sec 2203.2/2222.6. • Alum components in contact with steel or embedded in concrete shall be painted or protected as prescribed in ADM1-15(1a), or plastic/neoprene spacers provided. • All exposed fasteners shall be S.S. or have a protective coating for corrosion protection. • All welding shall comply with AWS requirements. • Steel welds: E70xx electrodes. • Aluminum welds: 4043 filler alloy. • Alum extrusions: 6063-T6 or stronger. U.N.O.

ASCE 7-10 • V=170 mph • Risk Category 2 Struct. • ASD Load Coeff = 0.6 • Exposure 'C' • WIND LOADS: • Sign Height = 70 ft max • Wall components & cladding: • Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

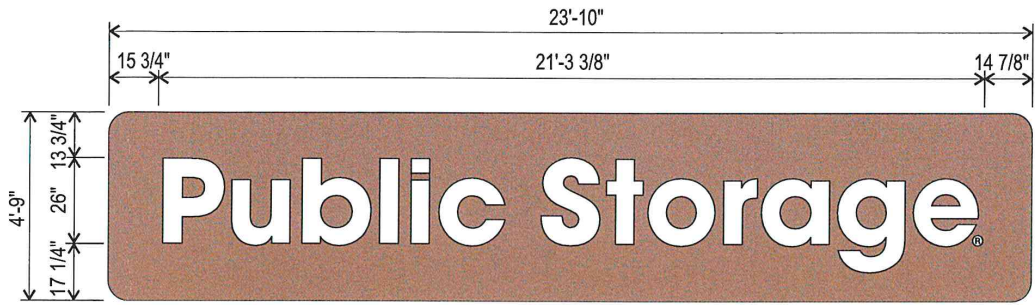


NOTE:
ANY PENETRATIONS ABOVE ROOFLINE OR EXPOSED, ARE REQUIRED TO BE INSTALLED USING SEALTIGHT AND WEATHER PROOF BOXES. TO BE PROVIDED BY SIGN INSTALLER.

ANCHOR SCHEDULE

****ALL FASTENERS SHALL BE SPACED EVENLY****

WALL MATERIAL	ANCHOR TYPE	QTY or SPACING
CONCRETE (3ksi) or HOLLOW MASONRY	3/8" THREADED RODS WITH MIN 2" EMBED IN ADHESIVE	MIN (60) TOTAL
	3/8" TAPCONS (OR EQUIV) WITH 2.5" EMBED	MIN (40) TOTAL
	3/8" EXPANSION ANCHORS WITH 3.5" EMBED	MIN (32) TOTAL
1/2" PLYWOOD (NO ACCESS BEHIND)	3/8" TOGGLE BOLTS	MIN (52) TOTAL
	1/4" WOOD SCREWS, FULL EMBED	MIN (82) TOTAL
METAL STUDS OR METAL PANELS	#14 METAL SCREWS TO MIN 18ga STEEL OR 0.090" ALUM	MIN (60) TOTAL
HOLLOW WALL (BLOCKING BEHIND)	3/8" THRUBOLTS OR LAGS TO SOLID BLOCKING BEHIND	MIN (32) TOTAL



3 4 ILLUMINATED CHANNEL LETTERS - PANEL
SCALE: 1/4"=1'-0"

PARTS LIST:	
ITEM #	DESCRIPTION
1	3/16" Acrylic / .150 Poly (LETTER FACES)
2	Alum Coil 5.3" Black/Wht (RETURNS)
3	Trim Cap Jewelite 1.0" Black
4	White ACM Panel (BACKS)
5	Flex Alum Conduit 1/2"
INSTALL LIST:	
ITEM #	DESCRIPTION
A	Non-Corrosive Securement Using Appropriate Mounting Hardware (Ref Anchor Schedule)
B	Concrete or Masonry Wall
C	20 amp 120v Circuits Required (supplied by others than Image National)
D	1/4" Weep Holes With Baffles as Required

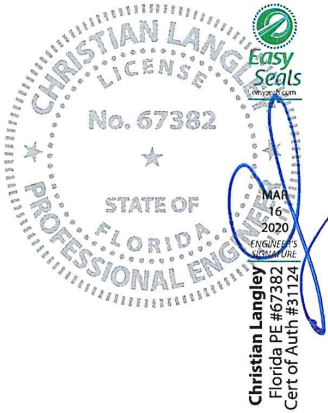
1 LETTER FACE: MATERIAL: 3/16" CLEAR ACRYLIC OR .150 CLEAR POLYCARBONATE FIRST SURFACE 3M 3635-70 DIFFUSER FILM & 3660 CLEAR OVERLAMINATE FILM	2 RETURNS: MATERIAL: 5" .040 OR .050 PRE-PAINTED BLACK ALUMINUM	3 TRIM CAP: MATERIAL: 1" JEWELITE COLOR: BLACK
4 BACKS: MATERIAL: PRE-PAINTED WHITE 3MM ACM PANELS	5 ILLUMINATION: MATERIAL: GE WHITE L.E.D. ILLUMINATION	6 ELECTRICAL: REMOTE. T.B.D. AMPS @ 120 V.

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image national signs ...bringing your image to light! in 16265 Star Road Nampa, ID 83687 - toll free: 800.592.8058 - tele: 208.345.4020 WWW.imagenational.com UL UNDERWRITERS LABORATORIES ELECTRIC SIGN NAMPA PLANT - UL #433195-001 U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.	Client: PUBLIC STORAGE	Design Number: TG-0399-20	File Location: PS-TPM-HallandaleFL-020320-R2	Page No.
	Site: SITE # 1781 S PARK ROAD PEMBROKE PARK, FL	Date: 02/26/20	Drawing type:	10 of 10
		Designer: SH	Rev:	
		Account Manager: JG		

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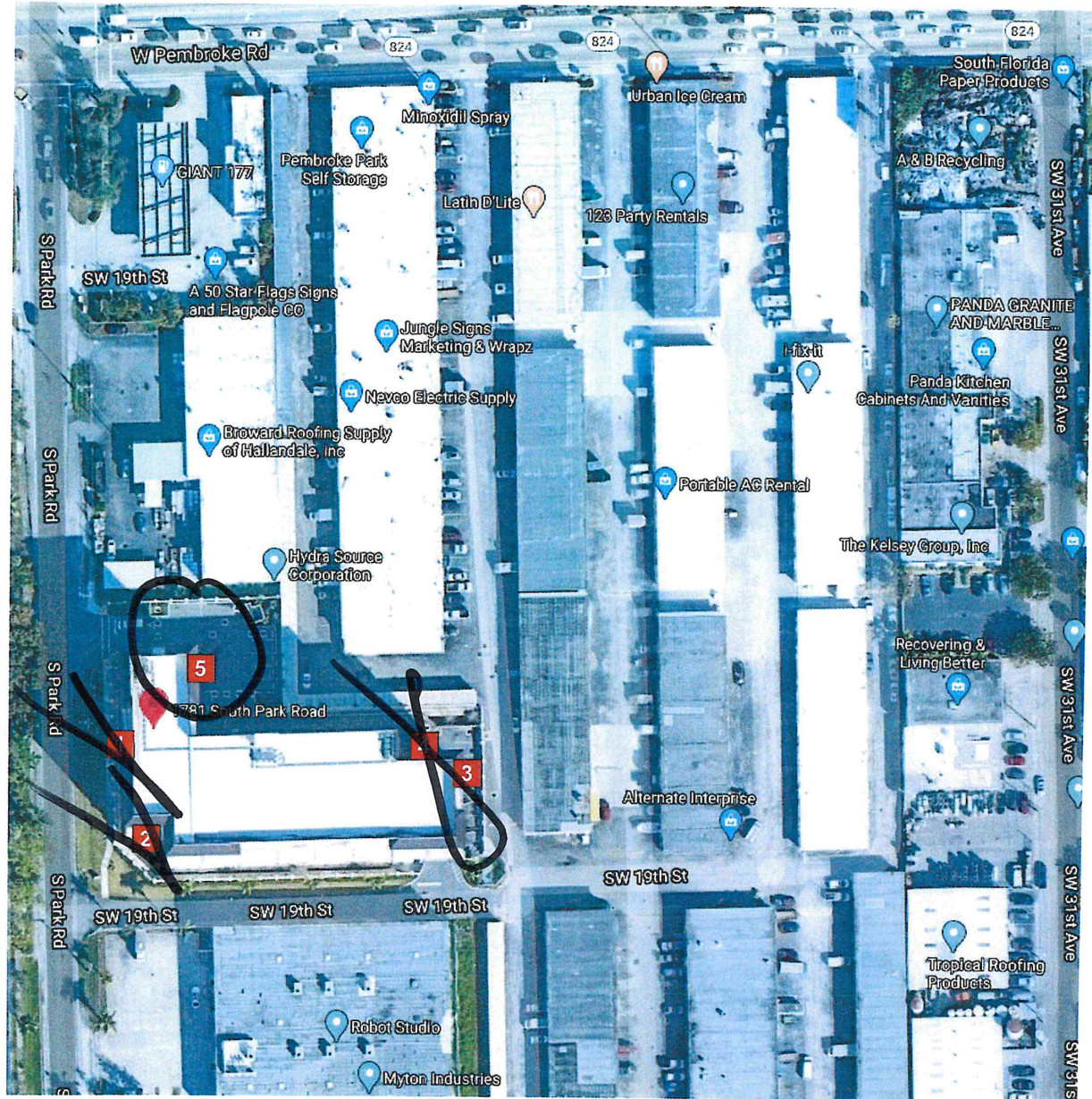
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1200 N Federal Hwy, #200
Boca Raton, FL 33432
1-888-371-3113

Wall components & cladding:
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• ASD Load Coeff = 0.6



 **SITE PLAN**
NOT TO SCALE

PAINTING Code:

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 **UNDERWRITERS LABORATORIES**
ELECTRIC SIGN
NAMPA PLANT - UL #433195-001
U.S. & P.R. - All signs conform to UL-48/2161 (labeled accordingly) & must comply with UL-41.1 install procedures. Canada - all signs must be CAS compliant. This sign(s) is intended to be installed in accordance with requirements of article 600 of the National Electrical Code and/or applicable local codes. This includes proper grounding and bonding of the sign.

Client: PUBLIC STORAGE
Site: SITE #
1781 S PARK ROAD
PEMBROKE PARK, FL

Design Number: TG-0399-20

File Location: PS-TPM-HallandaleFL-020320-R2

Page No.

Date: 02/26/20

Drawing type:

Designer: SH

Rev:

Account Manager: JG

1 of 10

- ☒ **Conceptual Artwork**
All Sizes are Estimated Until Technically Verified
- ☐ **Technical Artwork**
- ☐ **Designed per Redlines**



Christian Langley
Florida PE #67382
Boca Raton, FL 33432
1-888-371-3113

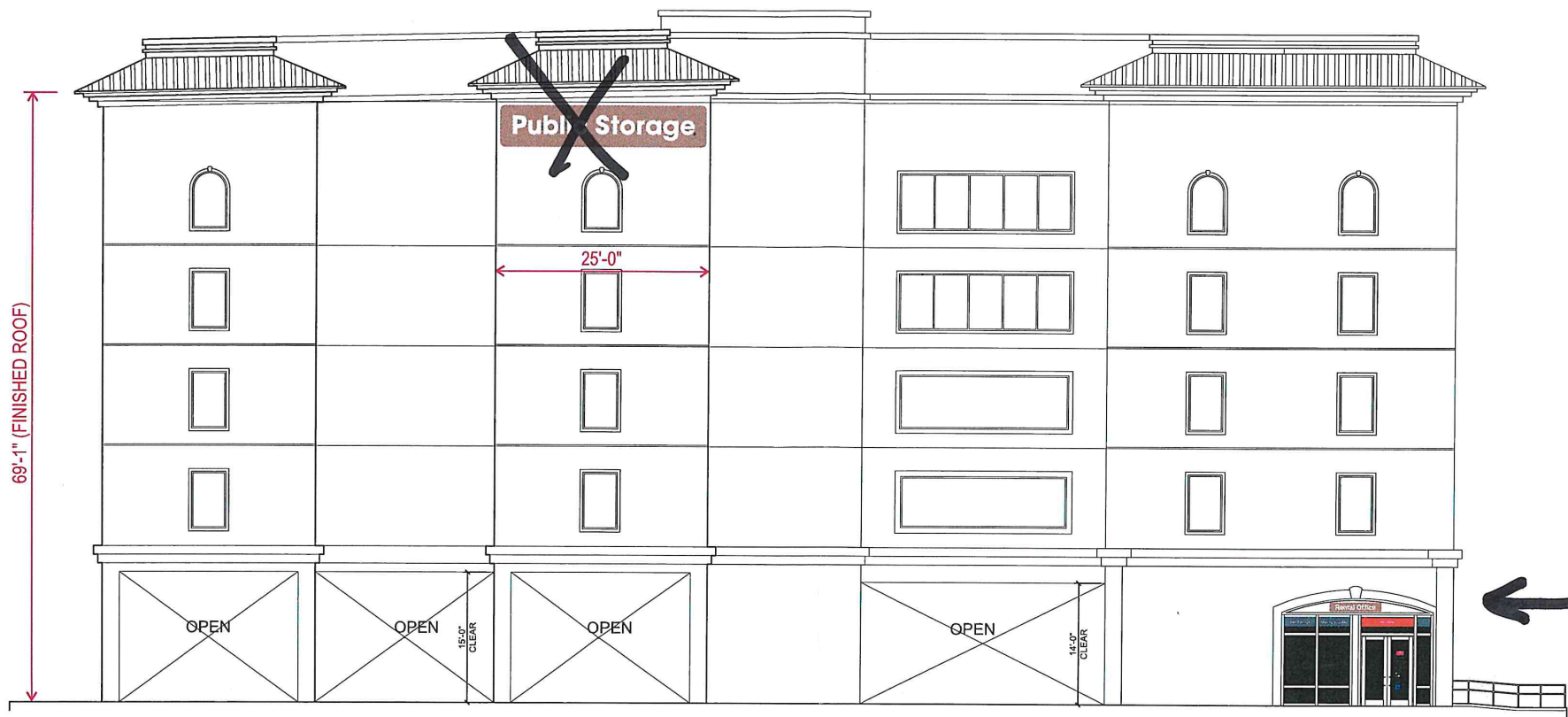
- 1 ILLUMINATED CHANNEL LETTERS - PANEL**
AREA: 55.0 SF
- 2 ILLUMINATED CHANNEL LETTERS - PANEL**
AREA: 55.0 SF
- 3 ILLUMINATED CHANNEL LETTERS - PANEL**
AREA: 113.2 SF
- 4 ILLUMINATED CHANNEL LETTERS - PANEL**
AREA: 113.2 SF
- * 5 FCO COPY ON PANEL - NON-ILLUMINATED**
AREA: 6.0 SF

MAIN ID WALL SIGNS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
1	WEST ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
2	SOUTH ELEVATION	55.0 SF	55.0 SF	CHANNEL LTRS. ILLUM.	
3	EAST ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	
4	NORTH ELEVATION	144.0 SF	113.2 SF	CHANNEL LTRS. ILLUM.	

SECONDARY WALL / DIRECTIONAL SIGNS / PANELS					
SIGN #	LOCATION	EXISTING SQ. FT.	PROPOSED SQ. FT.	SIGN TYPE	COMMENTS
5	EAST ELEVATION		6.0 SF	FCO COPY B/G PANEL	

ASCE 7-10 • V=170 mph
WIND LOADS: • Exposure 'C'
• Risk Category 2 Struct.
• Sign Height = 70 ft max
• Kzt=1.0, Kd=0.85, G=0.85
• Zone 4: ± 39.9 psf • Zone 5: ± 79.7 psf
Wall components & cladding:

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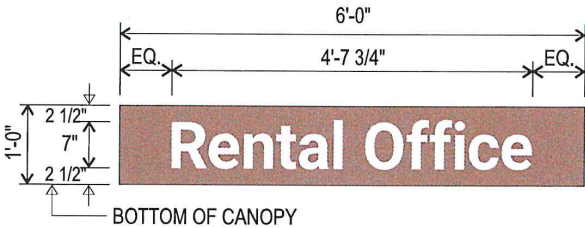
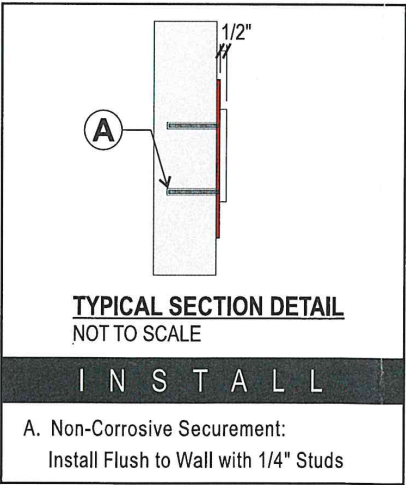


EAST ELEVATION
SCALE: 1/16" = 1'-0"

- Anchor Notes:
- 1/4-20 studs (6061-T6 Alum or 316 S.S.), centered in stroke width
 - Min (6) total, spaced evenly
 - Panel drilled and tapped to receive studs, min (5) threads engaged
 - Stud length to accommodate embed to host structure
 - Min 1.5" stud embed to hollow CBS (block) or concrete
 - Fill holes w/ LiquidNails LN-901 adhesive (or equiv)

Special Notes

RENTAL OFFICE PANEL PAINTED SW 6348 REYNARD



5 S/F PANEL WITH FCO COPY -
CANOPY MOUNTED - NON-ILLUMINATED
SCALE: 1/2"=1'-0"
AREA: 6.0 SF

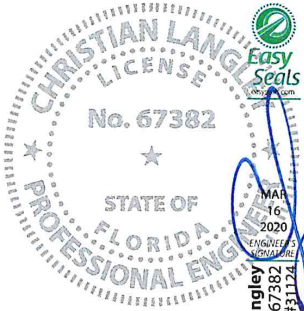
.125" ALUMINUM BACKGROUND PANEL PAINTED SW 6348
WITH 1/2" THICK WHITE ACRYLIC CUT OUT LETTERS
WITH FIRST SURFACE REFLECTIVE WHITE VINYL
INSTALL ON CANOPY WITH STUDS

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				Designer: SH	Rev:	
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ASCE 7-10 - V=170 mph
WIND LOADS: - Exposure 'C'

Risk Category 2 Struct.
ASD Load Coeff = 0.6

Sign Height = 70 ft max
Kzt=1.0, Kd=0.85, G=0.85
Zone 4: ± 39.9 psf
Zone 5: ± 79.7 psf

Wall components & cladding:
Zone 4: ± 39.9 psf
Zone 5: ± 79.7 psf

RESOLUTION NO. 2020-129

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH BROWARD COUNTY FOR THE FUNDING AND ADMINISTRATION OF THE 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SAFETY IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park desires to enter into an Agreement with Broward County (attached hereto) in order to receive \$63,921 in Community Development Block Grant ("CDBG") Funding to construct infrastructure improvements related to the Town's Raymond P. Oglesby Preserve Additional Lighting project; and

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

Section 1: That the Town is hereby authorized to enter into an Agreement with Broward for the funding and administration of the 46th year of the CDBG Programs for safety improvements, specifically \$63,921 to construct infrastructure improvements related to the Town's Raymond P. Oglesby Preserve Additional Lighting project, and the Mayor and Town Manager are authorized to execute same.

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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK FOR FUNDING AND ADMINISTRATION OF 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SAFETY IMPROVEMENTS

This Agreement ("Agreement") is made and entered 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 referred to as the "Parties").

RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On _____ (Agenda Item No. ____), the Broward County Board of County Commissioners authorized CDBG funding to Town in the amount of Sixty-three Thousand Nine Hundred Twenty-one Dollars (\$63,921) to fund Safety Improvements in Town, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

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 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to Town under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by the Board.

1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by Town, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to Town for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Project Description
Exhibit B	Budget
Exhibit C	Project Timeline
Exhibit D	Quarterly Progress Report
Exhibit E	Request for Payment

ARTICLE 3. PROJECT

3.1 Town shall provide and implement Safety Improvements in Town as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. Town certifies that the Project meets the criteria for Area Benefit Activities, 24 C.F.R. Part 570.208(a)(1), and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 Town must comply with the Project Timeline set forth in Exhibit C. If Town fails

to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.4 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will 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 scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, Town shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 Town shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 Town shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to Town by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter - July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, Town shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, Town, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to Town pursuant to which Town must halt all work, services, or activities for the Project.

3.6 In the event Town uses a Subcontractor to perform any design or construction activities for the Project, Town shall comply with the following requirements:

3.6.1 Town shall provide the Contract Administrator with a copy of all

agreements and correspondence between Town and the Subcontractor, and any correspondence related thereto, prior to the execution of any agreement between Town and the Subcontractor.

3.6.2 Town's contract for design professional services must include, at a minimum, any civil, structural, mechanical, and electrical engineering, and architectural services, as may be required and applicable for the Project, including all necessary, incidental, and related activities and services required by the Project's scope, and contemplated in the Subcontractor's scope of services. Town's contracts for design professional services must require the Subcontractor to comply with the following requirements:

- a. Schematic Design. The Subcontractor must prepare and submit for approval by Town schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents"). Town must provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Subcontractor shall submit to Town a written statement of probable construction cost based on current area, volume, or other unit costs. The Subcontractor must comply with all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities applicable to the Project
- b. Design Development. The Subcontractor shall prepare and submit for approval by Town, design development documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate ("Design Development Documents"). Town shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Subcontractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents must include, at a minimum, the following, if applicable:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and

typical construction details; three-dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;

2. Development scheduling services, including but not limited to reviewing and updating previously established schedules; and
 3. Written statement of probable construction cost, including but not limited to updating and refining the schematic design phase statement of probable construction cost.
- c. Contract Documents. The Subcontractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Subcontractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the probable construction costs, as necessary. The Contract Documents shall be sufficiently complete and include enough detail to allow issuance of a building permit and obtain responsive bids. Town shall provide a copy of the final Contract Documents to the Contract Administrator promptly after the Contract Documents are fully executed.
- 3.6.3 Town's contract for any construction activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of applicable federal, state, and local law, including applicable building codes. The Project also includes all Project site preparations, including but not limited to preinspection, examination, tests and borings, and discovery of the site conditions and other similar activities.
- 3.6.4 All plan and specifications prepared or to be used for the Project shall be certified and approved by Town and submitted to County for approval as to scope prior to advertisement or implementation, as applicable.

3.7 At the conclusion of each design phase provided for in Section 3.6.2, Town shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit E.

3.8 Town must furnish to County a schedule of construction activities indicating the dates for the commencement and completion of the various stages of construction ("Construction Schedule"). Town shall comply with the Construction Schedule and shall update the Construction Schedule at least monthly, and when required based on the progress of the Project. Town shall not make any changes or modifications to the Construction Schedule furnished to County without County's prior approval.

3.9 Town shall submit written notification to County of all prebid and preconstruction meetings at least two (2) weeks before the actual date of the meetings. County shall have the right to review the final bid package for the Project.

3.10 All change orders related to the Contract Documents or the construction activities are subject to prior written approval from the Contract Administrator.

3.11 ☒ **(Check if applicable)** At the completion of the Project, "as-built" drawings must be submitted to the Contract Administrator prior to County's approval of the final reimbursement payment to Town under this Agreement.

3.12 If Town is unable to complete the Project because of delays resulting from untimely review by County or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of Town, County shall grant a reasonable extension of time for completion of the Project, provided that any amendment documenting such extension must not include any increase in total CDBG Funds for the Project. It shall be Town's responsibility to notify County promptly in writing whenever Town is anticipating or experiencing a delay in approval by a governmental agency, and to furnish County with all facts, details, and related documentation in connection to the delay.

3.13 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale-Hollywood International Airport Weather Station.

3.14 Town shall notify County at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order to allow for on-site inspections to be conducted by County.

3.15 Town shall meet or exceed the standards described in Exhibit A, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval

of the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1 The maximum amount payable to Town under this Agreement shall be Sixty-three Thousand Nine Hundred Twenty-one Dollars (\$63,921). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.

4.2 If Town is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse Town for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to Town if Town is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by Town that are not eligible for reimbursement under the Rules and Regulations of HUD.

4.3 Town shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:

- 4.3.1 Documentation of costs associated with any Town personnel providing any services for the Project, if applicable;
- 4.3.2 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;
- 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
- 4.3.4 A certified copy of the purchase order or other Town document authorizing the work, services, activities, or materials for which Town is invoicing;
- 4.3.5 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 Town's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.6 A certification from Town's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials

being invoiced have been received or completed;

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to Town by County, in County's discretion; and

4.3.8 For reimbursement of any retainage paid by Town, Town must provide the following additional documentation:

- (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
- (b) Copies of executed release forms from all Subcontractors;
- (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);
- (d) Copies of final certified plans and "as-built" drawings, if required under Section 3.11 of this Agreement;
- (e) Copies of final permits for the Project and evidence that all permits for the Project have been closed;
- (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement of the released retainage amount; and
- (g) Any other documentation reasonably required by County in connection with reimbursement of the released retainage amount.

4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to Town if Town fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to Town the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.

4.5 Town shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.

4.6 Town shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.

4.7 County shall pay Town within thirty (30) calendar days after receipt of Town's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of Town to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 Town shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.9 County may suspend payment under this Agreement for any of the following events:

- 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;
- 4.9.2 Failure to comply with the terms of this Agreement;
- 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;
- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to Town pursuant to this section, County shall specify the actions that must be taken by Town as a condition precedent to resumption of payments, and specify a reasonable date by which Town must take such actions.

4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to Town under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the

Board.

4.11 Any CDBG Funds paid to Town in excess of the amount to which Town is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by Town for reimbursements.

4.12 Town shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by Town.

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse Town any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to Town to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to Town's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, Town must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify, hold harmless, and defend County and all of County's 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 Town, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Town 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. To the extent considered necessary by the Contract Administrator and the County

Attorney, any sums due Town 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. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, Town shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Town and persons employed or utilized by Town in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Town under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

6.1 Town 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.

6.2 Upon request by County, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town 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.

6.3 If Town 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 Town's self-insurance.

6.4 In the event Town contracts with a Subcontractor to provide any of the services for the Project, Town 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. Town must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor

under this section are met. If requested by County, Town shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Town certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Town, 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.

7.1.2 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 Agreement, Town shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, Town represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:

7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. Town represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Town, and that neither the execution nor performance of this Agreement 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 Agreement is within Town's legal powers, and each individual executing this Agreement 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.

7.4 Breach of Representations. In entering into this Agreement, Town acknowledges that County is materially relying on the representations and warranties of Town stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Town, to deduct from CDBG Funds due to Town under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to Town under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 Town shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 Town shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors 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 association. Any possible conflict of interest on the part of Town, its officers, employees, or agents shall be disclosed in writing to County.

8.3 Town shall use its own procurement procedures for the procurements of property and services. Town's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200,

Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.

8.4 Town shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide Town with a copy of the manual and any amendments thereto.

8.5 Town shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 Town shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 Town shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 Town shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which Town receives federal financial assistance.

8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.

8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which Town receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which Town receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), Town does

not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 Town shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after Town has requested disposition instructions.

8.11 Town shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 Town shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, Town shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of Town, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, Town shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean Town or its subcontractors:

8.14.1 The work to be performed under this contract is subject to the

requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- 8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 Town shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, Town shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, Town shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 Town shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program

differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 Town shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of Town. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 Town shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 Town shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, Town shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

- 9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.
- 9.5.2 Any CDBG Funds expended by Town, or any of its Subcontractors, in violation of this Agreement.
- 9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.
- 9.5.4 Any CDBG Funds expended under this Agreement and required to be repaid to HUD.

In the event Town is required to repay County any CDBG Funds pursuant to this section, Town shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by Town, or reduce Town's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds Town repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 Town shall account for "Program Income," as defined in 24 C.F.R. Part

570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by Town after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to Town's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. Town shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

9.7.1 Upon the expiration or earlier termination of this Agreement, Town shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

9.7.2 Real property under Town's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event Town fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, Town shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. Town shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 24 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2020 ("Effective Date"), and shall end on September 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. Town may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the

Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon Town's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if Town fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide Town with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. Town may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) Town's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) Town's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) Town's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) Town's failure to repay County as provided for in Section 9.5; (v) Town's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4; (vi) Town's material breach of the representations and warranties set forth in Article 7; or (vii) Town's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, Town shall

repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce Town's obligation to repay County by making an administrative offset against any requests by Town for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. 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. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse Town upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by Town prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by Town or Subcontractor on Town's behalf, for Project activities under this Agreement. Notwithstanding the above, Town shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse Town for any or all of the CDBG Funds requested by Town where County has determined that Town failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due Town shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, Town grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by Town to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to Town shall be withheld until all documents are received as provided herein. Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement 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. Town shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. Town shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors 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 thereunder. All such books, records, and accounts of Town and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, Town or its Subcontractors shall make same available in written form at no cost to County.

Town and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, Town must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and

inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Town 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 Town in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Town.

Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 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 either County or Town nor shall anything included herein be construed as consent by either County or Town to be sued by third parties in any matter arising out of this Agreement. Both County and Town are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. Town is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither Town nor its agents shall act as officers, employees, or agents of County. Town shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither Town 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 no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 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 e-mail, 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. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For Town:

Juan C. Jimenez, Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Email address:
jcjimenez@townofpembrokepark.com

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 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 herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach 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 waiving party.

12.11 Compliance with Laws. Town and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event 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.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 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.

12.15 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 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 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, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein 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 Town. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile Town's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 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.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Town 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 paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 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).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by Town to indemnify and insure, any representations and warranties of Town, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be

enforceable.

12.21 Further Assurance. The Parties shall 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 them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 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.

12.25 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.

12.26 Use of County Logo. Town shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), 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
CDBG Agreement 46th Year – Pembroke Park (Capital)
10/21/2020
#537832v1

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF PEMBROKE PARK
FOR FUNDING AND ADMINISTRATION OF 46TH YEAR COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS FOR SAFETY IMPROVEMENTS

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
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
Town Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2020-2021 (46th YR)

Project Description: Safety Improvements - Public Works Improvement Project
Raymond P. Oglesby Preserve Additional Lighting Construction
Town of Pembroke Park

CDBG Funds Allocation: \$63,921

Project Description

CDBG Funds in the amount of Sixty-Three Thousand Nine Hundred Twenty-One Dollars (\$63,921) provided under the Agreement shall be used by Town to contract with a construction contractor for the provision of infrastructure improvements related to Town's Raymond P. Oglesby Preserve Additional Lighting project.

The Project is for the construction of power poles, and installation of fifteen (15) double headed light fixtures, seven (7) on existing poles, and eight (8) on new concrete poles and their associated wiring. This project is not a duplication of the FY 2019-2020 (45th YR) lighting project. These are additional lights. Trenching and electrical wiring to operate the lights will be included as well within the Raymond P. Oglesby Preserve located at 3115 SW 52nd Avenue, Pembroke Park, FL. Additional lighting away from the walkway, along the outside perimeters of the park will improve safety and the security at the park. The additional lighting will eliminate shadowy spots and corners throughout the Preserve.

The Oglesby Preserve is approximately 14 acres in size. It is located in Census Tract 1008.02, Block Group 2.

CDBG HUD National Objective: 24 C.F.R. Part 570.208(a)(1), Area Benefit Activities

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources				
Cost Category		(1) CDBG	(2) Non-CDBG	Total
A.	Personnel	-	\$5,000	\$ 5,000
B.	Fringe Benefits	-	-	-
C.	Travel	-	-	-
D.	Equipment	-	-	-
E.	Supplies	-	-	-
F.	Contractual Services	-	\$9,380	\$ 9,380
G.	Construction	\$63,921	\$14,211	\$78,132
H.	Other	-	\$7,000	\$ 7,000
I.	Total	\$63,921	\$35,591	\$99,512

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for CDBG funding sources utilized in financing the Project.

CDBG Funds: \$63,921

Construction:

Town shall contract for construction additional lighting away from the walkway, along the outside perimeters to include installation of power poles, fifteen (15) double headed light fixtures, seven (7) on existing poles, and eight (8) on new concrete poles and their associated wiring. Trenching and electrical wiring to operate the lights will be included as well within the Raymond P. Oglesby Preserve located at 3115 SW 52nd Avenue, Pembroke Park, FL.

Non-CDBG Funds: \$35,591

Personnel & Fringe: **\$5,000**

Town staff shall procure and supervise the construction contractor hired to perform the construction of the Project.

Construction: **\$14,211**

Town shall provide the remaining balance for the construction of the additional lighting.

Contractual Services **\$9,380**

Town shall contract with an Engineering firm for the design and specifications, and construction management of the Project

Other: **\$7,000**

Advertising and related costs.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the Town's overall employee compensation structure. Town's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on

applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

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EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2020	December 31, 2020
Advertise, Pre-Bid Meeting, and Bidding	January 1, 2021	February 28, 2021
Bid Opening, Selection, and Award	March 1, 2021	April 30, 2021
Construction Contract Execution, Pre-Construction Meeting, and Construction	May 1, 2021	July 31, 2021
Punch list Items	July 31, 2021	August 31, 2021
Completion of Construction	August 31, 2021	September 30, 2021
Quarterly Progress Reports and Final Report	October 1, 2020	September 30, 2021

EXHIBIT D

QUARTERLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: ____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C. 1. Describe specific work tasks and their status for this reporting period:

Work Tasks	Status (i.e., underway, completed)

C.2. Describe success or problems encountered with the Project:

C.3. Describe anticipated problems or concerns with the Project. Please identify if technical assistance is needed and/or request assistance from the Housing Finance and Community Redevelopment Division (HFCRD) staff.

C.4. Anticipated advertisements and/or contractual services. If applicable, has the HFCRD staff has been notified and were appropriate steps taken to assure compliance?

C.5. Please complete the information on the following Direct Benefit Form for this reporting period and Year to Date (YTD).

Direct Benefit Form

Indicate persons or households. Only unduplicated counts should be given.

Total number
served
this month

Total number
served
year to date

Ethnicity

Hispanic
Non-Hispanic

1. Total

Racial Data

Hispanic

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
- 16. American Indian/Alaskan Native and White
- 17. Asian and White
- 18. Black/African American and White
- 19. American Indian/Alaskan Native and Black/African American
- 20. Other Multi-Racial

2. Total

Income Data

Extremely Low Income $\leq 30\%$ of area median
Low Income $\leq 50\%$ of area median
Moderate Income $\leq 80\%$ of area median
Non-Low Moderate Income

income levels must equal persons benefiting* **3. Total

Other Demographic Data

Households
Persons
Homeless
Female Head of Household
Disabled Persons Assisted
Elderly Persons Assisted
Census Tract served

Applicable if implementing one of the following activities:

Public Services/Public Facilities and Improvements

Total number
this quarter

Total number
year to date

Public Services: Of the persons assisted

Number that have new access to this service or benefit

Number that have improved access to this service or benefit

Number that receive a service or benefit that is no longer substandard

1. Total

Public Facilities or Infrastructure Improvements

Number that have new access to this type of public facility or infrastructure improvement

Number that have improved access to this type of public facility or infrastructure improvement

Number served by public facility or infrastructure that is no longer substandard

2. Total

Overnight Shelter/Emergency Housing

Number of beds created in overnight shelter or other emergency housing

3. Total

Applicable if implementing one of the following activities:

Housing and Economic Development Data

Total number
this quarter

Total number
year to date

Rehab: Of the total owner units

Occupied by elderly
Units moved from sub-standard to standard (HQS or local code)
Units qualified as Energy Star
Units made accessible
Units brought into compliance with lead safety rules (24 CFR Part 35)

1. Total

1st Time Homebuyers: Of total households

Number received housing counseling
Number down payment assistance/closing costs

2. Total

Assistance to Businesses

Number of *new* businesses assisted
Number of *existing* businesses assisted

Number of existing businesses *expanding*
Number of existing businesses *relocating*

Number of businesses assisted with commercial facade treatment/
business building rehab

Number of businesses assisted that provide goods or services to
meet the needs of a service area, neighborhood or community

Women-owned business

3. Total

Name of Each Business Assisted

DUNS #

N/A

**DUNS number required for each business*

D. Program Objectives

*Work Tasks	Projected Yearly Total Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Pre-Bid Meeting, and Bidding	1			Copy of advertisement, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1			Copy of bid tabulations, and recommendation of award letter; Award Letter
Construction Contract Execution, Pre-construction Meeting, and Construction	1			Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Completion of Construction	1			Final invoice and supporting documentation from Town's construction contractor; sealed/signed original As-built Plans; Lien Releases, and Before & After Pictures
Quarterly Progress Reports and Final Report	Minimum 4 Progress Reports			Reports and invoices with supporting documentation

*** Work Tasks as listed in Exhibit C (Project Timeline) of the Agreement.**

EXHIBIT E
REQUEST FOR PAYMENT

Community Development Block Grant Program
46th Year Program

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Vendor Name	Invoice # (If Applicable)	Description of Service	Amount

Total Request for Reimbursement \$ _____

8. Certification:

I certify that Items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement for the Project are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date

RESOLUTION NO. 2020-145

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE TOWN TO ENTER INTO A REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT WITH BROWARD COUNTY FOR THE FUNDING AND ADMINISTRATION OF THE 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR ADA RESTROOM CONSTRUCTION; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park desires to enter into a Reinstatement and Amendment to the 45th Year Community Development Block Grant (“CDBG”) Funding Agreement with Broward County in order to receive \$61,508 to construct infrastructure improvements related to the Town’s Raymond P. Oglesby Preserve Additional Lighting project.

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

Section 1: That the Town is hereby authorized to enter into Reinstatement and Amendment to the 45th Year CDBG Agreement with Broward for the funding and administration of a \$61,508 (Sixty One Thousand Five Hundred and Eight Dollars) grant to fund ADA restroom construction in the Town of Pembroke Park and the Mayor and Town Manager are authorized to execute same.

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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



**REINSTATEMENT AND 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 Reinstatement and 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. The Agreement has expired and Town has requested, and County has agreed, that the Agreement be reinstated and the term extended to July 31, 2021, and the Parties now desire to enter into this First Amendment to reinstate and 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 Agreement is hereby reinstated effective October 1, 2020.

5. 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.

6. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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
#519740v2

**REINSTATEMENT AND 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 2020-134

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ACCEPTING APPLICATIONS FROM RESIDENTS OF PEMBROKE PARK FOR APPOINTMENT TO THE TOWN COMMISSION PURSUANT TO SECTION 11 OF THE TOWN CHARTER; CONVENING ON JANUARY 4TH, 2021, TO CONSIDER APPOINTMENT OF TOWN RESIDENT TO CURRENT VACANT COMMISSION SEAT; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 4th, 2020, a vacancy was created on the Pembroke Park Town Commission; and

WHEREAS, pursuant to Section 11 of the Town Charter, which sets forth, *"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"* the Town Commission desires to appoint a resident of the Town of Pembroke Park to the Town Commission to fill the vacancy.

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

Section 1: The Town Commission shall accept applications until January 4th, 2021, at 5pm from residents of the Town of Pembroke Park who are at least 18 years old to fill the current vacancy on the Town Commission.

Section 2: The Town Commission shall convene on Monday, January 4th, 2021, at 6 p.m. to consider appointing a Town Resident to fill the current vacancy on the Town

Commission from applications received.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor-Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION NO. 2020-133

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA APPOINTING COMMISSIONER_____AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____AS VICE-MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA; APPOINTING COMMISSIONER _____ AS CLERK COMMISSIONER OF THE TOWN OF PEMBROKE PARK, FLORIDA; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park desires to appoint Commissioner_____as Mayor of the Town of Pembroke Park; and

WHEREAS, the Commission of the Town of Pembroke Park desires to appoint Commissioner_____as Vice-Mayor of the Town of Pembroke Park; and

WHEREAS, the Commission of the Town of Pembroke Park desires to appoint Commissioner _____ as Clerk Commissioner of the Town of Pembroke Park.

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

Section 1: That Commissioner_____shall be appointed as Mayor of the Town of Pembroke Park, Florida.

Section 2: That Commissioner_____shall be appointed Vice-Mayor of the Town of Pembroke Park Florida.

Section 3: That Commissioner_____shall be appointed as Clerk Commissioner of the Town of Pembroke Park, Florida.

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 10th day of November, 2020.

HOWARD P. CLARK
Vice Mayor-Commissioner

ATTEST:

GEOFFREY JACOBS
Clerk Commission

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

RESOLUTION 2020-135

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AWARDED A CONTRACT TO REPLACE THE MAIN WATER LINE AT PEMBROKE PARK TOWN HALL TO CHARLIE SWAIN PLUMBING AT A COST OF \$4,750; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission finds it necessary to replace the main water line at Pembroke Park Town Hall ("Town Hall"); and

WHEREAS, pursuant thereto Public Works obtained quotes from three vendors to complete the replacement of the main water line at Town Hall and has chosen Charlie Swain Plumbing in conformance with the Town's procurement code.

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

Section 1: The Town Commission shall award the contract to replace the main water line at Town Hall at the cost of \$4,750 (Four Thousand Seven Hundred and Fifty Dollars) to Charlie Swain Plumbing.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are 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 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Service Proposal



Dade (305) 949-2133
Broward (954) 981-2133

Licensed & Insured / CFC # 1426354 / 1426229

A to Z Statewide Plumbing
2215 SW 58th Terrace
West Park, FL 33023
Dade - (305) 949-2133
Broward - (954) 981-2133
www.atozstatewideplumbing.com
service@atozstatewideplumbing.com

Proposal Submitted To

Town of Pembroke Park

Phone

On File

Date of Plans

Sep 17 2020

Street

3150 SW. 52nd Ave.

City, State, and Zip Code

Pembroke Park, FL 33023

Technician

Eben

Job Name

Water Line Replacement

Job Location

Underground Meter to 1-1/2 connection

Job Phone

We Hereby Submit Specifications and Estimates for:

Arrive on location nonbusiness hours with assistance, material and equipment after calling locations to mark the area we will set up the Saw and excavation equipment and begin cutting through the asphalt. We will then begin excavation through the road rock and into the sand creating trench from water meter into inch and a half copper water supply at the curb. We will then disassemble outdoor water meter fittings after shutting the water service down and we will begin plumbing new 2 inch lead free copper through the trench adapting utilizing frameless technology to the existing water supply leading to the back flow. We will return the water service and we will test the area ensuring piping is intact no leaks . We will then begin backfilling with sand and we will compact area placing road rock back in place. Asphalt cannot be our responsibility we will barricade the area and asphalt will have to be done by another contractor hired by Pembroke Park. A-to-Z state wide plumbing also cannot be responsible for any unknown underground utilities. We are rerouting this waterline. Permit and inspection fees are not included if requested and required.

Payment to be Made as Follows

We Hereby Propose to Furnish Material and Labor to Complete in Accordance with the Above Specifications, for the Sum of:

\$10,697.35

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, 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, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Jobs totaling \$1,000.00 and above shall be subject to a 50% deposit and 50% upon completion. At management discretion we reserve the right to require an increased deposit amount as we deem necessary to cover material & subcontractor expenses.

Permit, Expediter & Process fees are Not included & will be charged accordingly.

Technician's Signature



This Proposal May be Withdrawn by A to Z Statewide Plumbing if not Accepted Within 15 Days.

I understand that I am ordering services and/or custom product(s) manufactured to my personal and unique specifications, which cannot be cancelled after the expiration of the 3-day right-to-cancel period. Custom orders cannot be returned or refunded, except for warranty repair/replacement due to failure to meet the specifications.

I understand and acknowledge the 3-day right-to-cancel period.

Date of Acceptance

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Plumber Mikes Inc
2411 SW 58 Way
Hollywood, FL 33023
954-630-9717 Office
954-894-7921 Fax
License # CFC 1428374

CUSTOMER DETAILS:	
Date:	09/28/2020
Proposal Submitted To:	Town of Pembroke Park
Address:	3150 SW 52 nd Avenue Pembroke Park Fl. 33023
Phone:	954-275-2350
Email:	mjacques@tppfl.gov
Job:	To change domestic water service line from meter to shut off
Attn:	Miriam Jacques

Project Specifications: TO CHANGE WATER SUPPLY FROM GALVANIZE TO SCH 80PVC

- To obtain building permit for installation of new water service.
- Upon approval of permit to cut asphalt square, excavate & run approximately 65 linear feet of two inch SCH 80 PVC piping to 2" shut offs.
- To supply & install (1) two inch shut off valve.
- To have inspection with the City of Pembroke Park.
- To backfill & compact with Lime Rock preparing for asphalt.
- To allow 48 hours for area to settle for re-asphalt.
- To have the final inspection with the City of Pembroke Park.

*****ASPALT WILL BE COLD PATCHED NOT HOT PATCHED*****

*****Not responsible for sod replacement*****

Exclusions/Clarifications:

Page # 2 for 3150 SW 52nd Avenue Pembroke Park Fl. 33023

Plumber Mike's Inc. reserves the right to refuse or to stop the job at any time due to unsafe or due to unforeseen conditions that may change the scope of work.

In the event of an unforeseen condition that may change the scope of work. Plumber Mike's Inc. Will immediately notify customer, evaluate the conditions and submit an amended proposal to the customer to solve the problem. If Plumber Mike's Inc. & customer agree on the amended proposal, customer shall sign the amended proposal and Plumber Mike's Inc. work shall continue immediately. If no agreement can be reached Plumber Mike's Inc. shall collect payment for the portions of the work completed up to the time the job stopped due to unforeseen conditions, and the customer agrees to hold Plumber Mike's Inc. harmless and waive any right to seek either: (1) Specific enforcement of the entire job; (2) compensation in lieu of specific performance to complete the entire job. In this scenario no penalties will apply to Plumber Mike's Inc.

This proposal is only for type B or C soil conditions as defined by the Occupational Safety and Health Administration ("OSHA"). Should we Plumber Mike's Inc. find type A (as defined by OSHA) or coral rock soil conditions, there will be an additional \$3,500.00 charge. Plumber Mike's Inc. shall provide amended proposal to the customer to sign in the event Type A or coral rock conditions are found.

All work performed pursuant to this proposal work will carry a 1 year warranty on labor. The manufacturer's warranty shall apply to all material.

This proposal sets forth the entire agreement between the parties hereto, and fully supersedes any prior agreements or understandings between the parties. Customer acknowledges that he/she has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this proposal, except for those set forth in this proposal.

In the event the customer breaches this proposal (including, but not limited to, the failure to make payment). Plumber Mike's Inc. may institute an action to specifically enforce the terms of the proposal, in addition to any other legal or equitable relief permitted by law and/or by this proposal. In the event that a legal action is brought to enforce the terms of this proposal, the prevailing party shall be entitled to recover its court costs, including all attorney's fees up through and including any appeals. In the event of any dispute arising from this proposal, customer agrees that any litigation shall be filed in Broward County, Florida and that the laws of the state of Florida shall apply to the litigation of said dispute.

Project Cost:	
Total Job:	\$6,500.00

PAYMENT: 50% DEPOSIT AT START, BALANCE DUE UPON COMPLETION

Authorized Signature for Plumber Mike's Inc



Our workers are fully covered by Workers Compensation Insurance.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

NOTE: This proposal is valid for 30 days.

Authorized Signature: _____ Date: _____

Proposal



6299 Johnson Street
Hollywood, Fl. 33024
(954) 961-5527
Fax: (954) 962-1521

Date: 10/5/2020
To: _____
Of (company): Town of Pembroke Park
3150 SW 52nd Ave, Hollywood,
City, State, Zip: FL 33023
Phone # (954) 966-4600
Good until: 11/5/2020
Project name: Water Service replacement

We propose to furnish all material and perform all labor necessary to complete the following:

- 1) Excavate from water meter location to existing main water valve at building.
- 2) Furnish and install new 2" PVC schedule 40 water service from meter to building.
- 3) Remove asphalt where necessary to install new piping.
- 4) Install new 2" backflow preventor at meter.
- 3) Backfill where excavated with existing dirt.

Exclusions

- 1) Repair and or Replacement of Unmarked Utilities
- 2) Sod and or Landscape Repair and or Replacement
- 3) Excess Fill Removal
- 4) Existing Finishes
- 5) Permits and Processing fees
- 6) Patching of Asphalt driveway

We propose to furnish material and labor, complete in accordance with above specifications, for the
Sum of Four Thousand Nine Hundred Ninety Five Dollars \$

4,750.00

Payments to be made as follows: 50% upon Acceptance of Proposal \$2375.00
50% upon Completion of work \$2375.00

Contractor's Signature: _____

Acceptance of proposal - The above price, specifications, terms and conditions are hereby approved and accepted by the undersigned Owner. Contractor is authorized to do the work as Specified. Payment shall be timely made as outlined above. In the event of non-payment, Contractor shall be entitled to recover from Owner all costs of collection, including Contractor's reasonable attorneys fee's and cost's, without regard to whether litigation is commenced, together with interest on any unpaid balance at the rate of twelve percent per annum.

Signature of Owner's or
Authorized Representative: _____

AGENDA ITEM REPORT



To: Commission Approval
Subject: Design Services for the Proposed Police Department
Meeting: Agenda REGULAR COMMISSION MEETING - Nov 10 2020
Department: Public Safety
Staff Contact: JC Jimenez, Town Manager

BACKGROUND INFORMATION:

The attached proposal is for the interior design of the new police department. The new department will encompass the area that is currently being occupied by the Building and Public Works Departments. As previously discussed, the Building Department will moving to the former administrative office area on the first floor and Public Works will be moving to the second floor in the large area currently being used for old records and equipment.

FINANCIAL IMPACT:

The total cost of the proposal is \$4,500 with an additional \$500 for reimbursables.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends approval of this proposal

ALTERNATIVES:

Staff has explored other alternatives including using the 3rd Floor of Town Hall, however, this plan is the most efficient.

ATTACHMENTS:

[09-15-20 Pembroke Park Police Dep. Design Proposal](#)
[Town of Pembroke Park PD - Scope](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Nov 05 2020
JC Jimenez, Town Manager	Approved - Nov 16 2020

red design group, LLC

architecture • interiors • planning

September 15, 2020

Mr. J.C. Jimenez, ICMA-CM
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33028

RE: Town of Pembroke Park New Police Department

Mr. Jimenez,

red design group is very pleased to offer this proposal for the Architectural Research & Design Services for the **Town of Pembroke Park New Police Department** located at the above-mentioned address.

SCOPE OF WORK

The purpose of this proposal is to help the client establish a base design and a master plan with preliminary design drawings in order to seek preliminary construction prices and form a budget before proceeding with full construction documents for permit.

SPECIFIC SCOPE OF WORK

New Police Department is looking to occupy the North Wing of the first floor of the Town of Pembroke Park Government Building (See attached sketch)

Potential programed spaces:

- Reception
- Chief Office
- Captain Office
- Lieutenant Office
- Detective Office (2)
- Interview Room
- Observation Room Evidence Room (12' X 24') with lockers
- Squat Room-(4) desks for Patrol & (2) Desks for Sergeants
- Workout Room (Gym)

BASIC SERVICES

Basic services include the following:

Design Phase

- Research with the Town Building & Zoning Department
- Design process including revisiting the program
- Meet with client to create a design solution
- An approved solution will be developed into Preliminary Design Documents in AutoCAD format
- A preliminary design solution will then be presented to the client for approval

1000 S. Red Road, # 202 · West Miami · Florida · 33144 · t 305 392 0024 · f 305 262 5098 · rdg@reddesigngroup.net

Presentation Package

Our presentation package will include:

- Floor Plan
- Reflected Ceiling Plan
- Interior Elevations
- Report of findings and recommendations
- Preliminary Provable Construction Cost (to help establish a budget)

CONSTRUCTION DOCUMENT, BIDDING AND CONSTRUCTION ADMINISTRATION PHASE

We will provide a proposal for these phases once the design phase is approved.

PROGRAM OF FEES & SERVICES

For the professional services mentioned above we propose a fee as follows:

FEES BREAKDOWN

• <u>Architectural</u>	<u>\$4,500.00</u>
• Total:	\$4,500.00
• <u>Reimbursable Expenses</u>	<u>\$ 500.00</u>
Grand Total:	\$5,000.00

PAYMENT SCHEDULE BREAKDOWN

• Retainer/Research	\$1,500.00
• Preliminary Design Phase	\$1,500.00
• <u>Final Design Phase</u>	<u>\$1,500.00</u>
• Total:	\$4,500.00
• <u>Reimbursable Expenses</u>	<u>\$ 500.00</u>
Grand Total:	\$5,000.00

WORK SCHEDULE

We will expedite this project as soon as possible and coordinate a timeline with the Owner. The *Timeline and schedule are subject to change due to modifications to the scope of work.*

OWNER WILL PROVIDE

- Any Existing Drawings

REIMBURSABLE

Direct expenses such as, printing, reproductions, courier services, and mileage, are reimbursable separately billed monthly at direct cost plus 1.25 multiplier, if additional services (see below).

At this point, we stipulate reimbursable to be **\$500.00**. This is not to be part of the Architectural fee.

ADDITIONAL SERVICE HOURLY RATE

Additional services such as, client modifications to the approved scheme, special meetings, presentations, will be billed hourly at the following rates:

Project Principal	\$ 175.00
Project Manager	\$ 150.00
Project Architect	\$ 140.00
CADD Operator/Staff	\$ 100.00
Administrative/Clerical Support	\$ 75.00

****Work other than that stipulated in this proposal is addressed separately. ****

Once again, thank you for your consideration of our Design Team Mr. Jimenez.

Respectfully submitted,
red design group, LLC

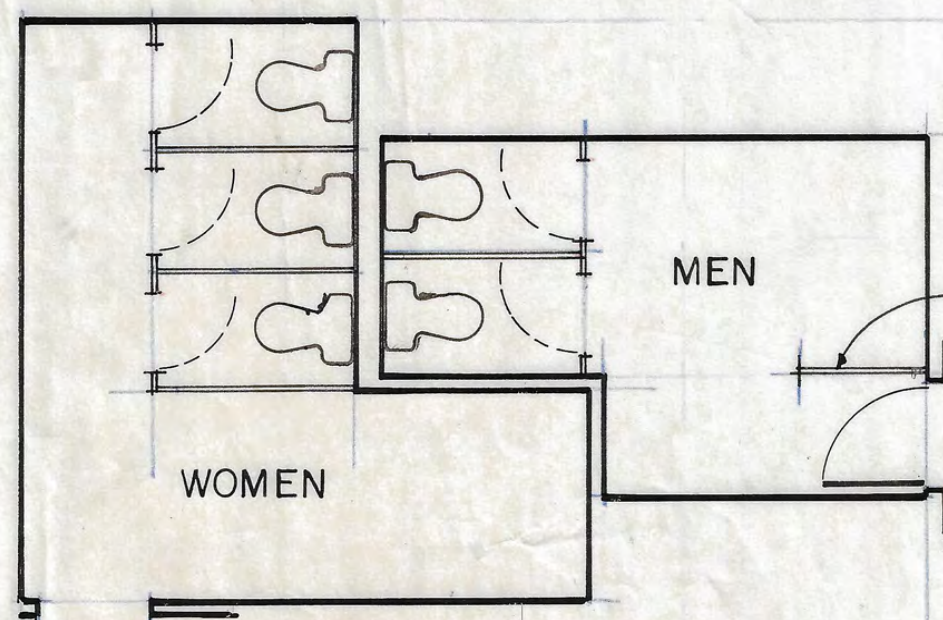


Eduardo H. Muhiña
President

Authorized:

Mr. J.C. Jimenez, ICMA-CM (Date)
Town Manager
Town of Pembroke Park

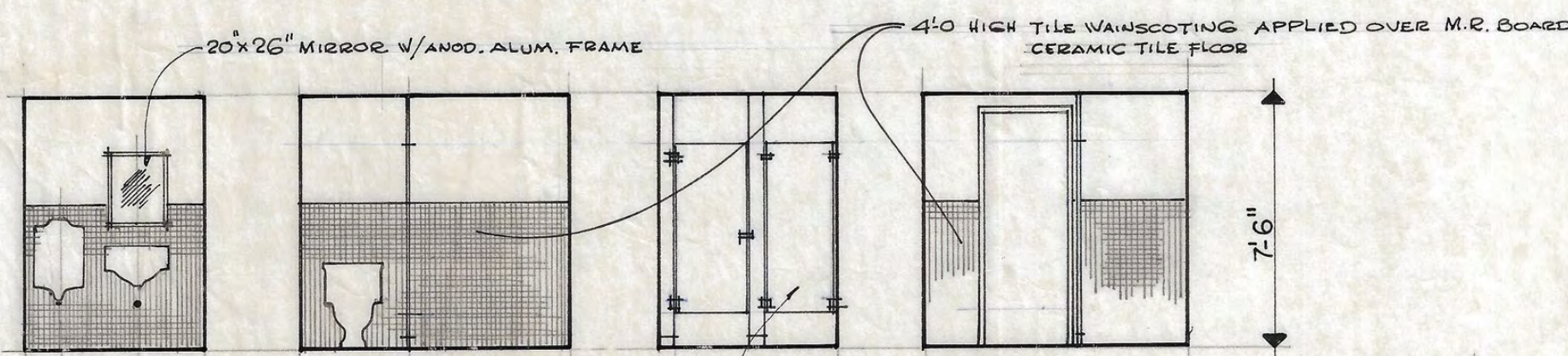
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TYPICAL TOILET PARTITION REQUIREMENTS
FIRST, SECOND and THIRD FLOORS Scale 1/4"=1'-0"

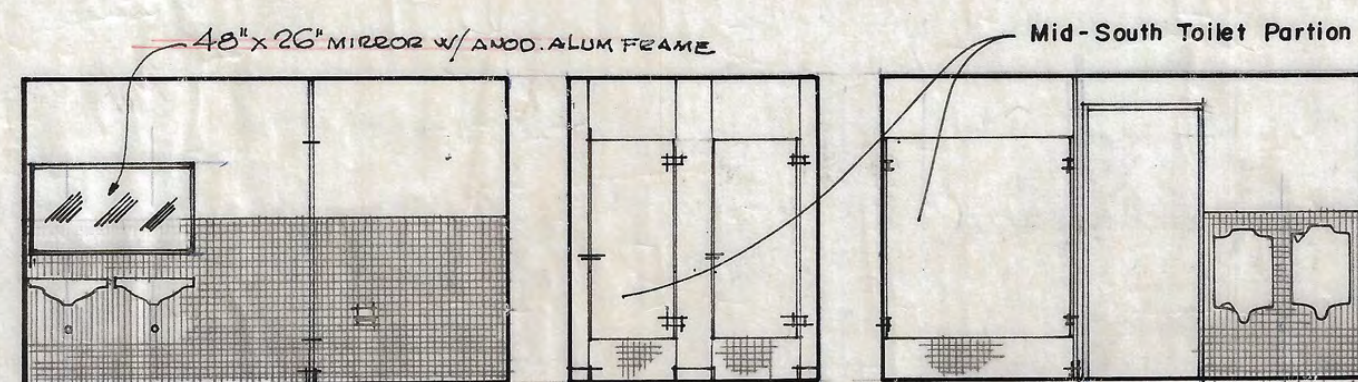
SPECIFICATION:

TOILET PARTITIONS TO BE AS MANUFACTURED BY MID-SOUTH MANUFACTURING CO. 234 ALTAGA AVE. CORAL GABLES, FLA. OR APPROVED EQUAL; TO BE FLOOR SUPPORTED COMPLETE WITH HARDWARE INCLUDING COAT HOOKS, ROLL TYPE TOILET PAPER HOLDER.
LAMINATED PLASTIC TO BE MICARTA 81M26 BEIGE VALENCIA MARBLE PATTERN.



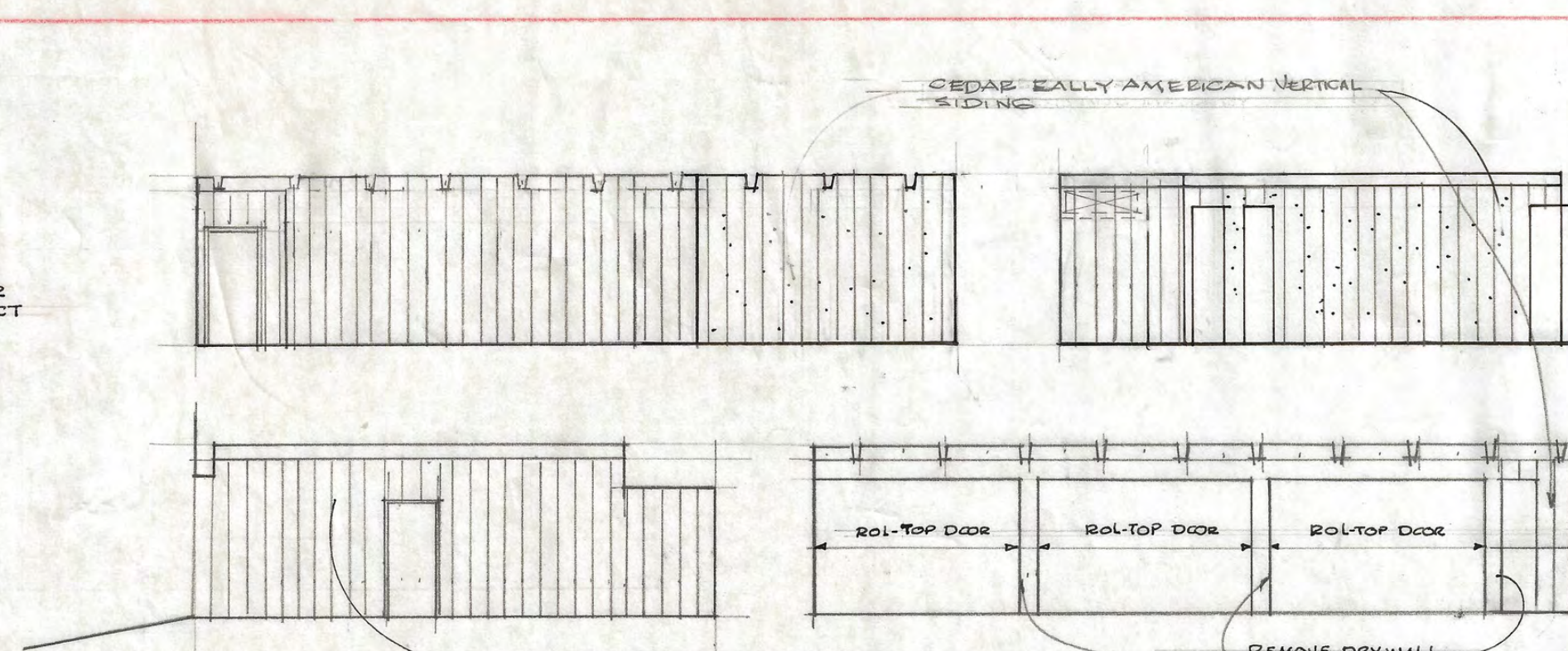
ELEVATIONS

PLAN TOILET - 2 Scale 1/4"=1'-0"



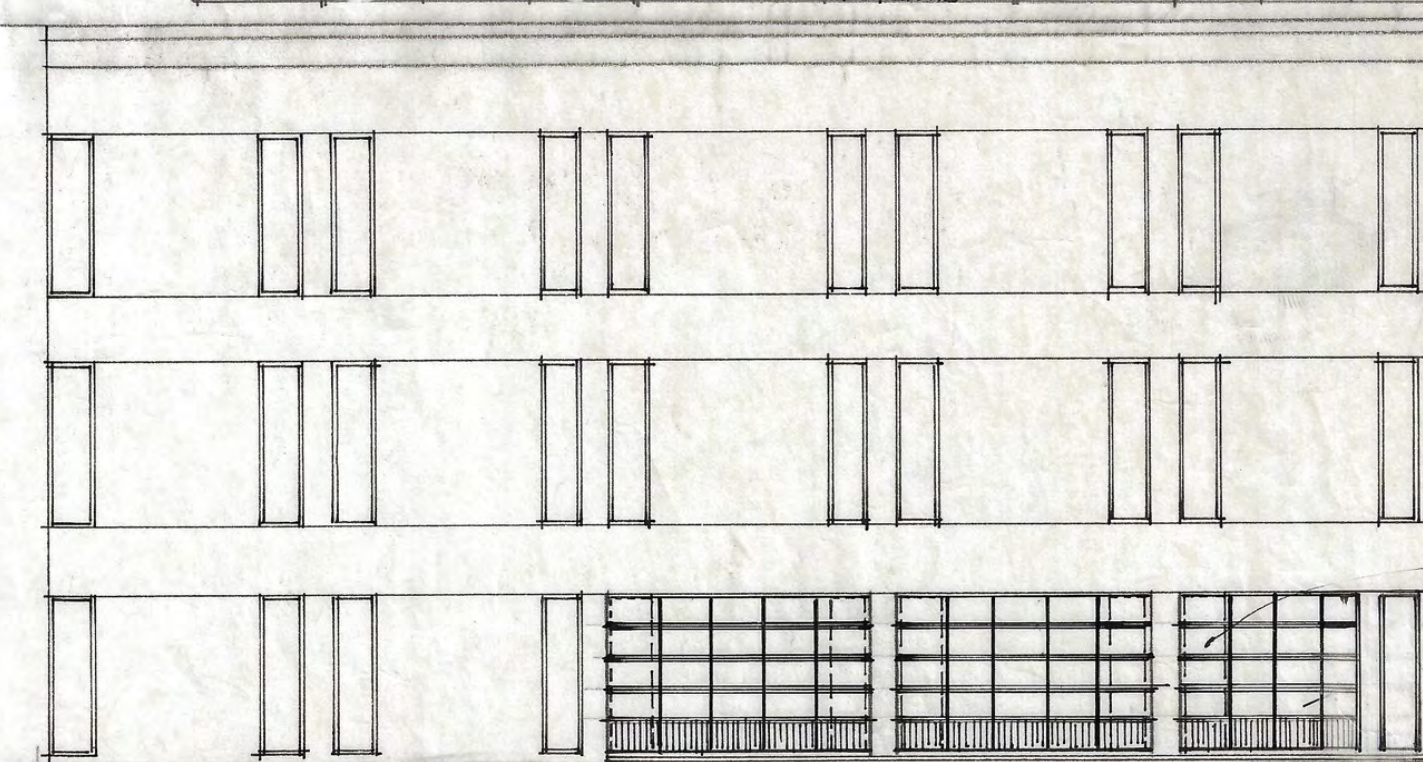
ELEVATIONS TOILET - 1

PLAN TOILET - 1 Scale 1/4"=1'-0"

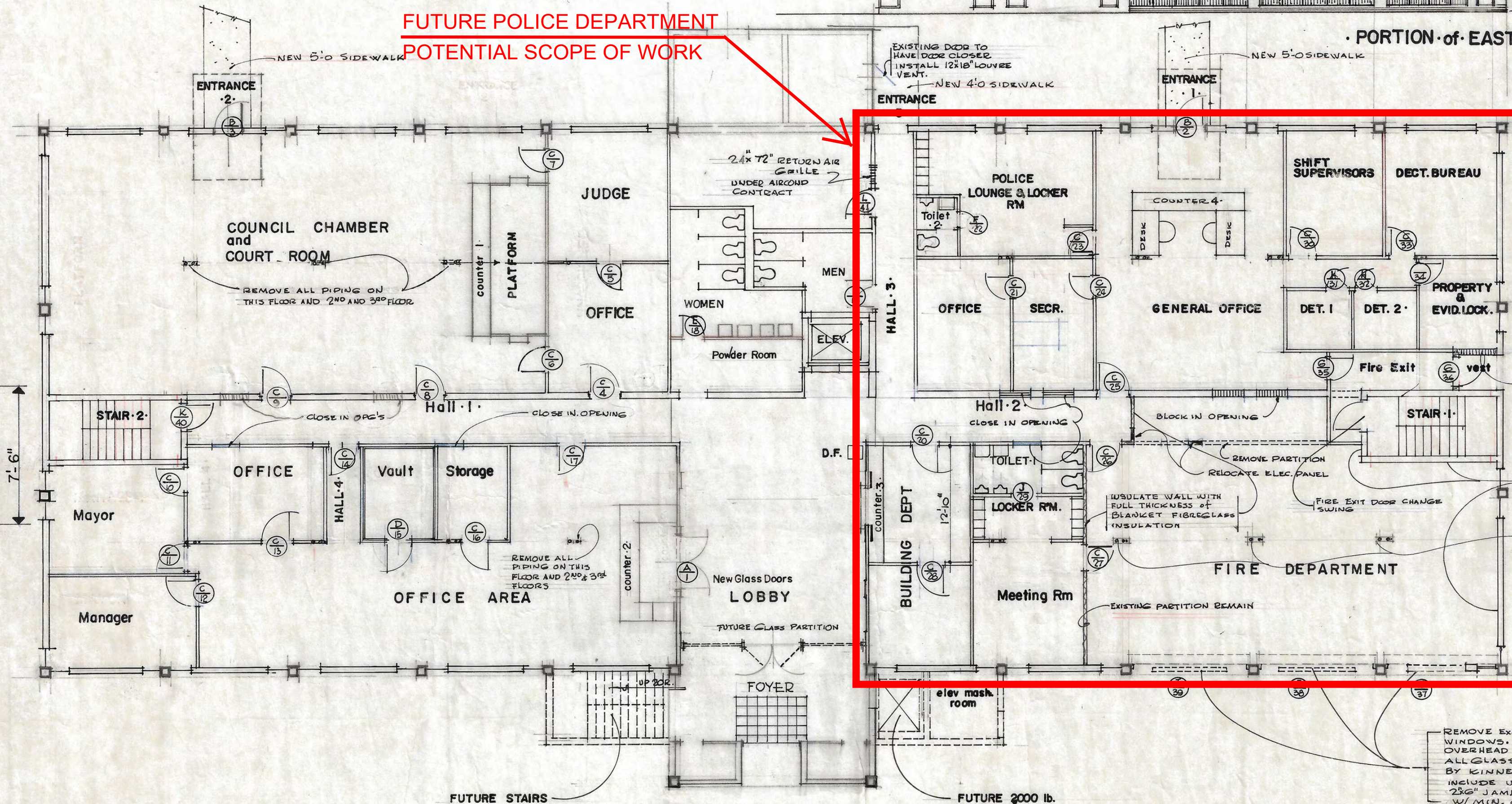


FIRE DEPARTMENT AREA ELEVATIONS

DOOR SCHEDULE									
MARK	SIZE	W	H	THICK	DOOR	FRAME	FINISH	DETAILS	REMARKS
A	PAIR 6'-0"	7'-0"	1 3/4"		ALUM STORE FRONT METAL		ANOD. ALUM	SEE SHEET N° A-4	INCLUDE TRANSOM
B	3'-0"	7'-0"	1 3/4"		ALUM STORE FRONT METAL		ANOD. ALUM	SEE SHEET N° A-5	ALUM.
C	EXISTING DOORS				EXISTING WOOD DOOR FR.		NAT. FINISH	EXISTING	DOORS & FRAME STORED ON JOB
D	2'-8"	6'-8"	1 3/4"		METAL	METAL	PAINTED		NEW DOOR 2'-8" LABELED METAL
E	2'-8"	6'-8"	1 3/4"		FORMICA COVERED	WOOD	FORMICA		
F	2'-4"	6'-8"	1 3/4"		INTERIOR TYPE	WOOD	NAT. FINISH		
G	3'-0"	6'-8"	1 3/4"		METAL	METAL	PAINTED		NEW DOOR 3'-0" LABELED w/ GLASS
H	2'-8"	6'-8"	1 3/4"		GRILLE DOOR	METAL	PAINTED	SEE DETAIL	SEE DETAIL
I	FIELD MEASUREMENTS				ROL-TOP SECTIONAL OVER HEAD DOOR				
J	3'-0"	6'-8"			NO DOOR	WOOD	NONE		
K	EXISTING REMAIN				REMOVE PANICK HARDWARE AND RE-USE ON DOOR G/86				
L	3'-0"	6'-8"	1 3/4"		FULL LOUVER METAL DOOR		PAINTED		



PORTION of EAST ELEVATION



FIRST FLOOR PLAN
SCALE 1/8"=1'-0"

OWN BY	THIS DRAWING IS THE PROPERTY OF THE ARCHITECT	DATE
REVISED	11/6/73	
12/2/73		
1/3/74		
OK'D BY	ALTERATION and ADDITION to NEW CITY HALL TOWN of PEMBROKE PARK BROWARD COUNTY,	
COMM	STEFAN H. ZACHAR, A. I. A. ARCHITECT 924 LINCOLN ROAD, HALL MIAMI BEACH, FLORIDA 33139	SHEET A-2 OF 5
734		

39
1
41

red design group, LLC

architecture • interiors • planning

September 15, 2020

Mr. J.C. Jimenez, ICMA-CM
Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33028

RE: Town of Pembroke Park New Police Department

Mr. Jimenez,

red design group is very pleased to offer this proposal for the Architectural Research & Design Services for the **Town of Pembroke Park New Police Department** located at the above-mentioned address.

SCOPE OF WORK

The purpose of this proposal is to help the client establish a base design and a master plan with preliminary design drawings in order to seek preliminary construction prices and form a budget before proceeding with full construction documents for permit.

SPECIFIC SCOPE OF WORK

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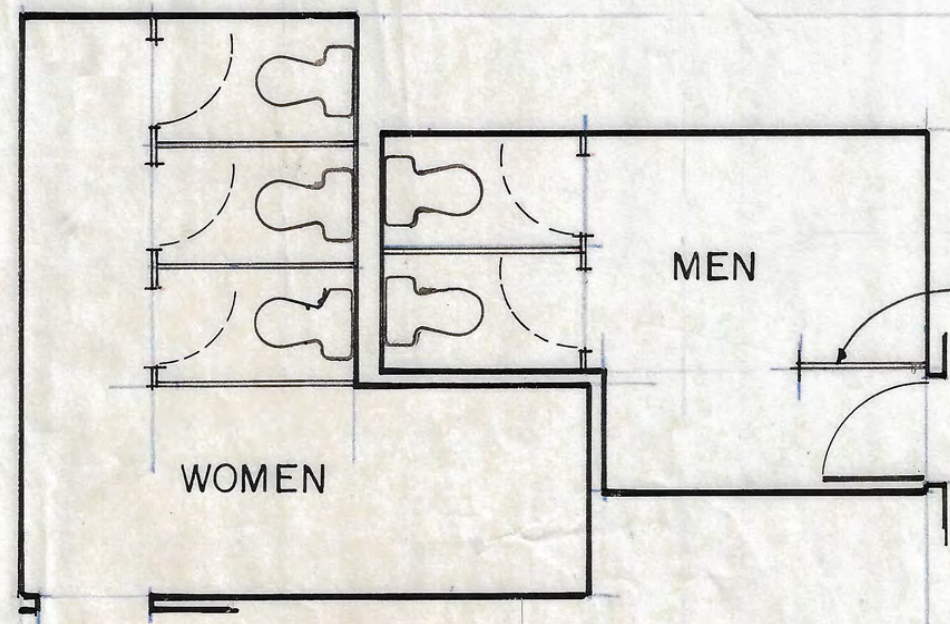


Eduardo H. Muhiña
President

Authorized:

Mr. J.C. Jimenez, ICMA-CM (Date)
Town Manager
Town of Pembroke Park

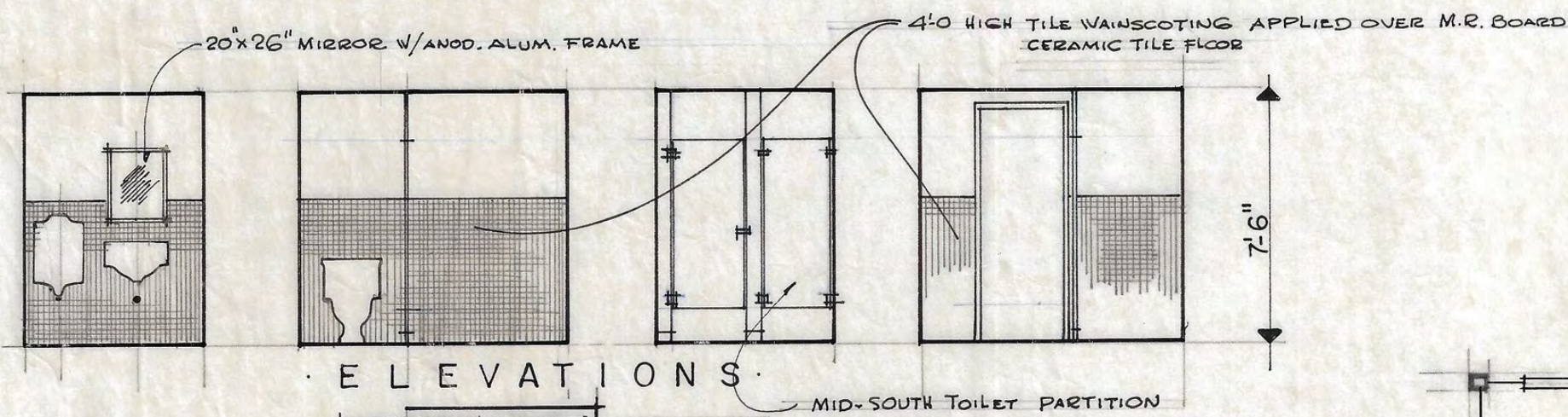
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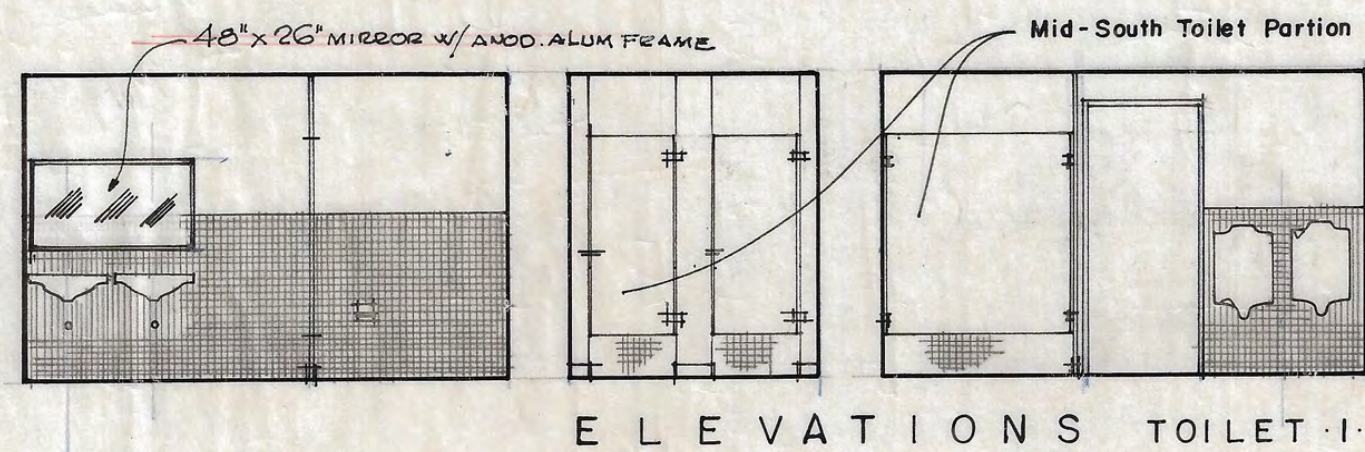
TYPICAL TOILET PARTITION REQUIREMENTS
FIRST, SECOND and THIRD FLOORS Scale 1/4"=1'-0"

SPECIFICATION:

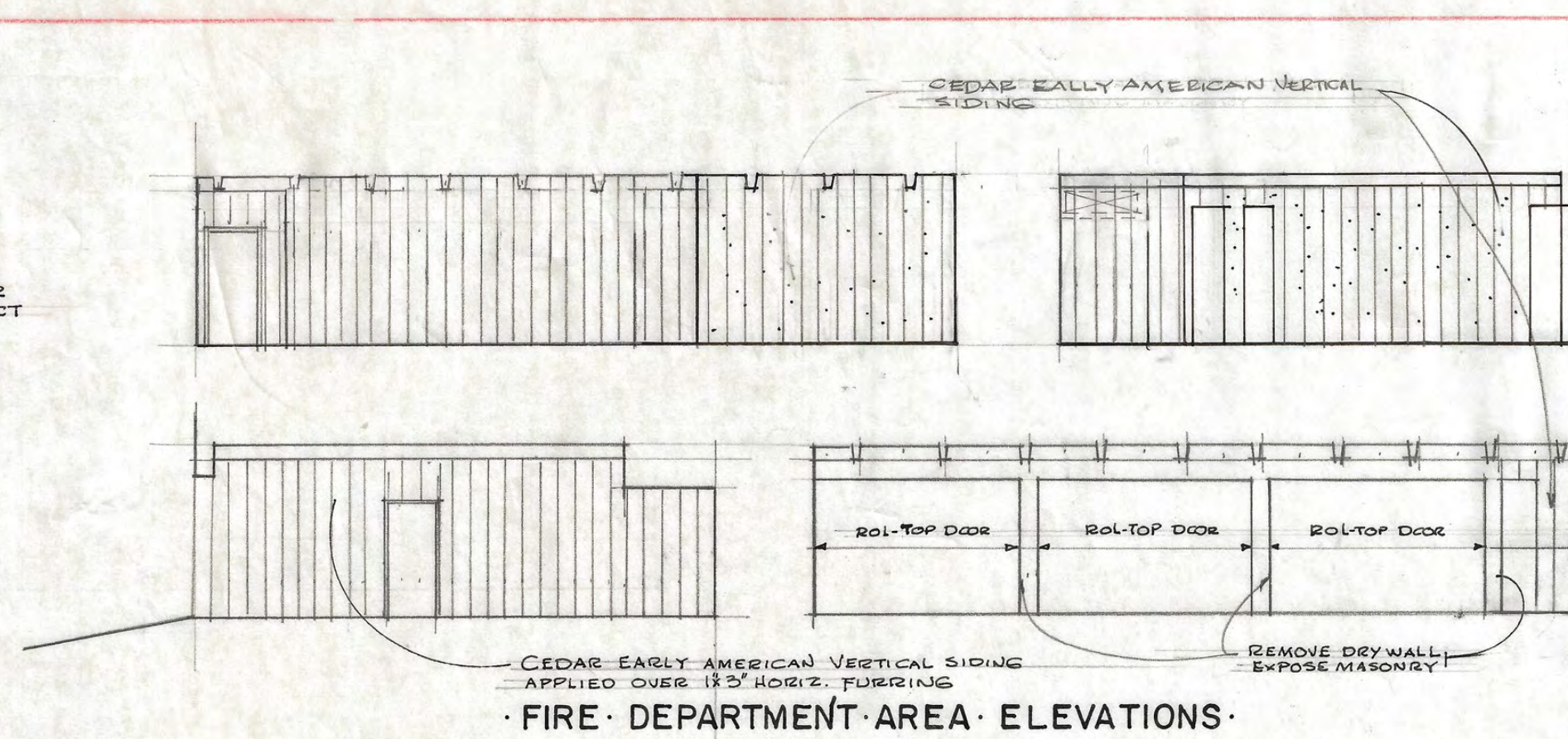
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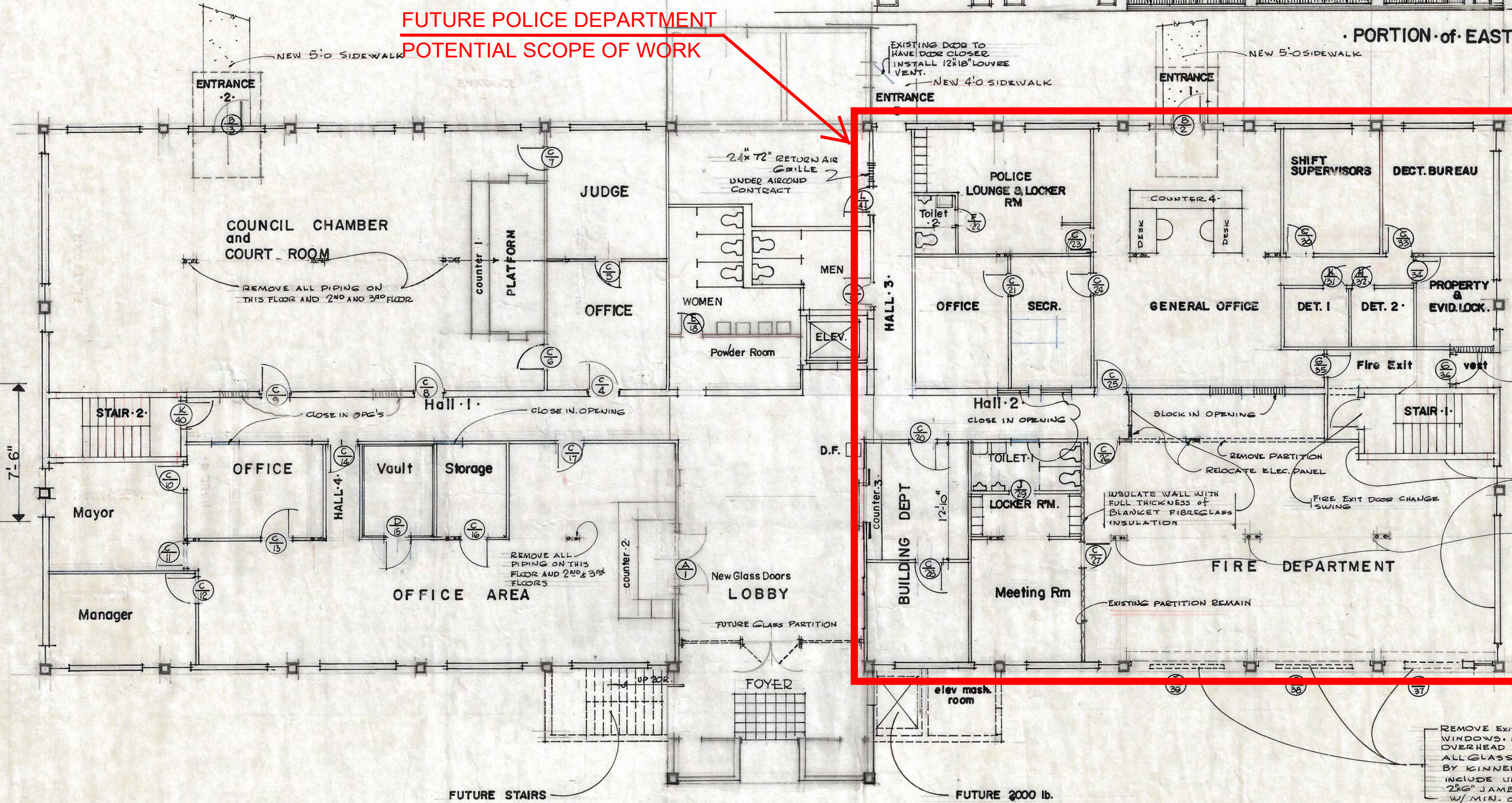
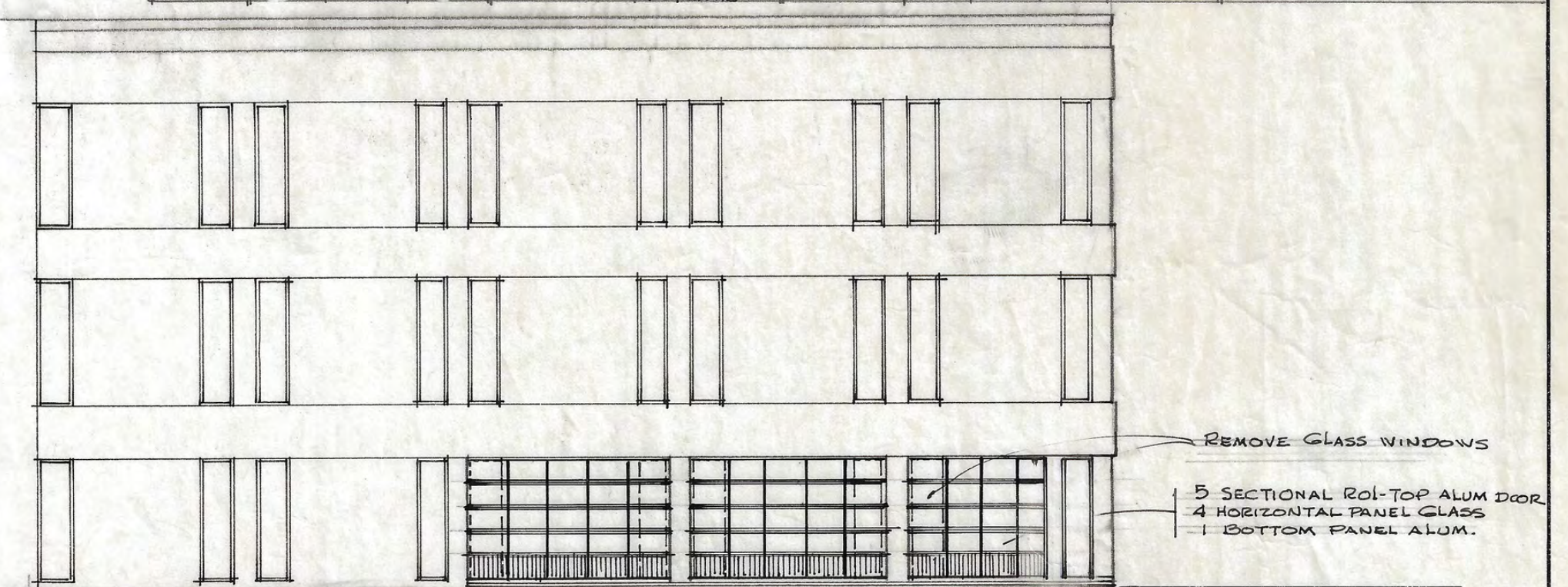
PLAN TOILET - 2 Scale 1/4"=1'-0"



PLAN TOILET - 1 Scale 1/4"=1'-0"



DOOR SCHEDULE										
MARK	SIZE			MATERIAL		FINISH	DETAILS		Threshold	REMARKS
	W	H	Thick't	DOOR	FRAME		Head	Jamb		
A	PAIR 6'-0"	7'-0"	1 3/4"	ALUM STORE FRONT METAL		ANOD. ALUM	SEE SHEET N° A-4		NONE	INCLUDE TRANSOM
B	3'-0"	7'-0"	1 3/4"	ALUM STORE FRONT METAL		ANOD. ALUM	SEE SHEET N° A-5		ALUM.	
C	EXISTING DOORS			EXISTING WOOD DOOR FR.		NAT. FINISH	EXISTING		NO	DOORS & FRAME STORED ON JOB
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G	3'-0"	6'-8"	1 3/4"	METAL	METAL	PAINTED			NO	NEW DOOR 2" B Labeled w/ GLASS OPS
H	2'-8"	6'-8"		GRILLE DOOR	METAL	PAINTED	SEE DETAIL			SEE DETAIL
I	FIELD MEASUREMENTS ROL-TOP SECTIONAL OVER HEAD DOOR									
J	3'-0"	6'-8"		NO DOOR	WOOD	NONE				
K	EXISTING REMAIN			REMOVE PANICK HARDWARE AND RE-USE ON DOOR G/SS						
L	3'-0"	6'-8"	1 3/4"	FULL LOUVER METAL DOOR		PAINTED			NO	



FIRST FLOOR PLAN
SCALE 1/8"=1'-0"

DWN BY	THIS DRAWING IS THE PROPERTY OF THE ARCHITECT	DATE
REVISED	11/6/73	
OK'D BY	12/2/73	
COMM	1/3/74	
734	ALTERATION and ADDITION to NEW CITY HALL TOWN of PEMBROKE PARK BROWARD COUNTY,	SHEET A-2 OF 5
	STEFAN H. ZACHAR, A. I. A. ARCHITECT 924 LINCOLN ROAD, HALL MIAMI BEACH, FLORIDA 33139	

**TOWN OF PEMBROKE PARK, FLORIDA
AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2019**



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FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor
and Members of the Town Commission
Town of Pembroke Park

Report of the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the fiduciary funds of the Town of Pembroke Park, Florida ("the Town") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and fiduciary funds information of the Town, as of September 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, pension schedules and other post-employment benefits schedule listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 7, 2020, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." The signature is written in a cursive, flowing style.

Hollywood, Florida
October 7, 2020

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019

Management's Discussion and Analysis ("MD&A") is presented to offer readers of the Town of Pembroke Park's (the "Town") financial statements a narrative presentation of the Town financial performance for the fiscal year ended September 30, 2019, in accordance with the Government Accounting Standard Board. This discussion and analysis will provide an overview of the Town's financial activities when read in conjunction with the Town's financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the Town of Pembroke Park exceeded its liabilities at the close of the most recent fiscal year by \$21,277,335 (net position). Unrestricted governmental activities is \$2,386,764 and unrestricted business-types activities \$10,599,488 totaling \$12,986,252.
- During the 2019 fiscal year, the net position increased by \$3,144,011, from \$18,133,324 to \$21,277,335. Governmental activities net position increased by \$ 2,042,434 (54.92 percent) and business type activities net position increased by \$1,101,577 (7.67percent).
- During the fiscal year 2019, General Fund revenues decreased by \$294,366, from \$11,366,248 to \$11,071,882. This decrease is primarily due to a decrease in utility services taxes, licenses and permits and charges services. The governmental fund received transfers in of \$623,681 the sewer utility and stormwater drainage funds of \$417,697 and \$205,984, respectively. General Fund expenditures also decreased by \$1,003,047, from \$11,201,550 to \$10,198,503. Decreases in salaries at the start of fiscal year 2019 and the resignation of the Town manager were the primary causes of that variance.
- During the current fiscal year, the General Fund reported revenues in excess of expenditures of \$873,379 compared to \$164,698 in the prior fiscal year. As mentioned above, the increase in revenues in excess of expenditures was due to the decrease in salaries expenses.
- Business-type activities generated a net operating income of \$1,534,510 in fiscal year 2019, compared to \$697,041 in 2018. During the fiscal year 2019, operating revenues decreased by \$206,799 from fiscal year 2018, totaling \$4,166,096 during 2019 as compared to \$4,372,895 during 2018, while the net operating increased by \$213,798.

OVERVIEW OF THE FINANCIAL STATEMENTS

The MD&A is intended to serve as an introduction to the Town's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019

Government-wide statements: The government-wide financial statements are designed to provide information about the activities of the Town as a whole, in a manner similar to a private sector business. Both long-term and short-term information regarding the Town's finances are presented.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund financial statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town categorizes funds into two basic fund types: governmental funds and proprietary funds.

Governmental funds: These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the year. Such information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

Proprietary funds: These funds are comprised of the enterprise funds which are the equivalent of business-type activities in the government-wide statements. These include the Sewer Utility Fund and the Stormwater Drainage Fund.

The fiduciary fund: The Town reports a pension trust for its defined benefit pension plan in the fiduciary fund. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not included in the government-wide financial statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. Fiduciary funds statements can be found in the fund financial statements section of this report and

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019

a more detailed description of the Town's pension trust fund may be found in the notes to financial statements.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The Town's analysis of the financial statements begin below. The statement of net position and the statement of activities reports information about the Town's activities that will help answer questions about the financial position and results of operations of the Town. Information for both fiscal year ended 2018 and 2019 are presented for comparison purpose.

The schedule below summarizes the Town net position for the fiscal year ended 2019 and 2018.

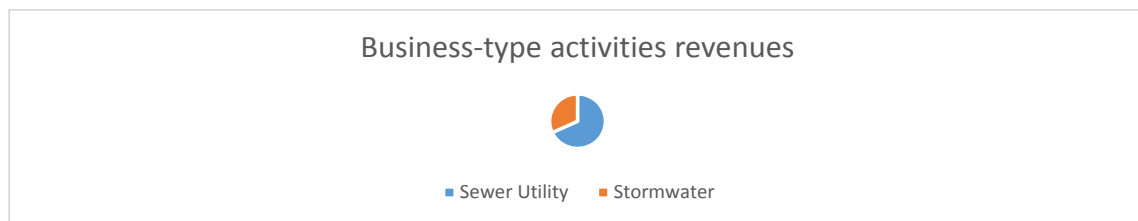
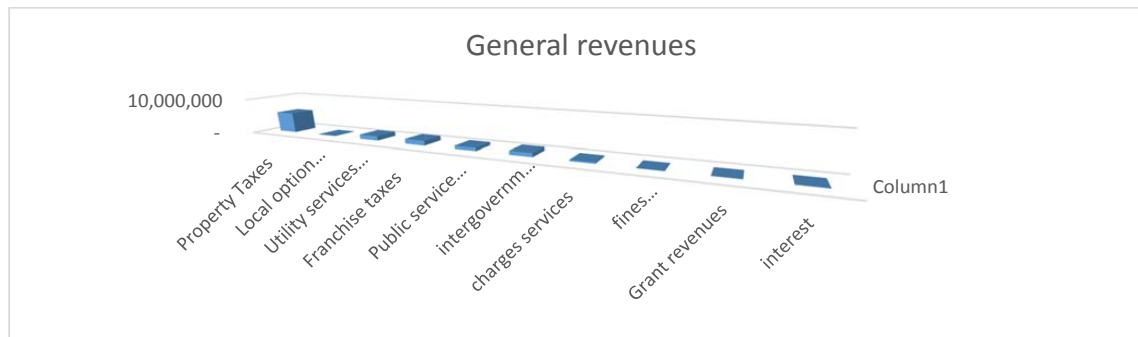
	NET POSITION SEPTEMBER 30,					
	Governmental activities		Business-type activities		Total	
	2019	2018	2019	2018	2019	2018
Current and other assets	\$ 5,518,962	\$ 4,297,249	\$ 12,091,489	\$ 10,308,693	\$ 17,610,451	\$ 14,605,942
Capital assets, net of depreciation	3,377,233	3,465,190	6,055,857	6,766,331	9,433,090	10,231,521
Total assets	8,896,195	7,762,439	18,147,346	17,075,024	27,043,541	24,837,463
Deferred outflows of resources	877,287	1,435,009	176,316	213,700	1,053,603	1,648,709
Current liabilities	946,101	1,017,809	147,069	170,701	1,093,170	1,188,510
Long-term liabilities (restated)	2,387,117	3,514,896	2,621,050	2,681,395	5,008,167	6,196,291
Total liabilities	3,333,218	4,532,705	2,768,119	2,852,096	6,101,337	7,384,801
Deferred inflows of resources	633,589	900,501	84,873	67,546	718,462	968,047
Net position						
Net investment in capital assets	3,377,233	3,465,190	3,938,936	4,642,331	7,316,169	8,107,521
Restricted	42,679	47,767	932,235	845,046	974,914	892,813
Unrestricted	2,386,764	251,285	10,599,488	8,881,705	12,986,252	9,132,990
Total net position	\$ 5,806,676	\$ 3,764,242	\$ 15,470,659	\$ 14,369,082	\$ 21,277,335	\$ 18,133,324

The Town's combined net position was \$21,277,335 as of September 30, 2019. Governmental activities net position totaled \$5,806,676 and business-type activities net position totaled \$15,470,659. This represent an increase of \$3,144,011 from fiscal year 2018.

Unrestricted net position is that portion of net position that can be used to finance daily operations without constraints established by debt covenants, enabling legislation, or other legal requirements. As of September 30, 2019, the Town's unrestricted net position increased by \$ 3,853,262 which resulted from a combination of the governmental activities unrestricted net position increase of \$2,135,479 and the business-type activities net position increase of \$1,717,783. The combined unrestricted net position amounted to \$12,986,252 as of September 30, 2019. A key component to the Town's growth in net position is the Town's effort to encourage business investments in the Town. The Town's open door policy with the private sector together with the Town's strict zoning regulations and a balanced land use provide for the Town's stable growth of industrial, commercial, residential and recreational development.

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019

General discussion on revenues: Property tax revenues is the major revenue source in the General Fund and it accounts for 52% of the fund revenues and 58% of the government-wide general revenues in the fiscal year 2019. The millage rate established by the Town during the budget process determines how much property tax revenue is generated in the General Fund. Property tax revenues slightly increased by \$160,050 to \$5,709,767 compared to prior year revenues of \$5,549,717. The Town has kept its millage rate unchanged for the past years at 8.5000 mills.



The Town experienced a decrease in total general fund revenues of \$294,366 which was due mainly to a decrease in utility services taxes by \$121,714, Licenses and permits by \$219,811 and charges for services by \$91,219.

A decrease in miscellaneous revenue of \$601,105 has been noted. This decrease is due to the reclassification of revenues transferred from the business-type activities funds.

Intergovernmental revenue experienced an increase of \$389,954 which is mainly due to the FEMA receivable recorded during the year. An increase of \$102,005 has also been noted grants revenues.

Business type activities for the year resulted in an increase in the net position of \$1,101,578. Key elements of this change are:

- Sewer utility fund revenue exceeded total expenses by \$618,108. Stormwater drainage fund revenue exceeded total expenses by \$483,470.

General discussion on expenses: Expenses for the governmental and business type activities were \$9,653,129 and \$2,724,256, respectively. One of the Town's major expenses is to Broward County for police and fire rescue which accounts for \$6,050,086 or 63% of the total expenses for governmental activities.

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019

The number of employees working for the Town has remained stable over the years. The town experienced a total decrease in salaries expenses of \$ 1,323,707. This was mainly due to a salary decrease for all employees at the beginning of the fiscal year and the resignation of the Town Manager. Program expenses for business type activities funds decreased by \$1,046,422. This decrease was due mainly to the decrease in employees' salaries combined with a decrease in contractual services.

The following table presents a condensed Statement of Activities:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,						
	Governmental activities		Business-type activities			Total
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	\$ 1,703,766	\$ 1,978,898	\$ 4,166,096	\$ 4,372,895	\$ 5,869,862	\$ 6,351,793
Operating grants and contributions	125,000	23,075	-	-	125,000	23,075
Capital grants and contributions	-	-	40,011	261,584	40,011	261,584
General revenues:						
Property taxes	5,709,767	5,549,717	-	-	5,709,767	5,549,717
Other taxes and fees	2,208,703	2,371,509	-	-	2,208,703	2,371,509
Intergovernmental revenue	1,025,307	635,353	-	-	1,025,307	635,353
Unrestricted investment earnings	125,487	32,739	243,408	42,680	368,895	75,419
Miscellaneous	173,852	774,957	-	-	173,852	774,957
Transfers	623,681	-	(623,681)	-	-	-
Total revenues	11,695,563	11,366,248	3,825,834	4,677,159	15,521,397	16,043,407
Expenses:						
Governmental activities:						
General government	1,959,316	3,305,014	-	-	1,959,316	3,305,014
Public safety	6,055,296	5,901,793	-	-	6,055,296	5,901,793
Building	436,730	513,576	-	-	436,730	513,576
Physical environment	307,184	367,917	-	-	307,184	367,917
Public works	377,999	572,979	-	-	377,999	572,979
Culture and recreation	516,604	759,503	-	-	516,604	759,503
Business - type activities:						
Sewer utilities	-	-	1,931,740	2,745,118	1,931,740	2,745,118
Stormwater drainage district	-	-	792,517	1,025,561	792,517	1,025,561
Total expenses	9,653,129	11,420,782	2,724,257	3,770,679	12,377,386	15,191,461
Change in net position (before 2018 restatement)	2,042,434	(54,534)	1,101,577	906,480	3,144,011	851,946
Net position - beginning (restated)	3,764,242	3,818,776	14,369,082	13,462,602	18,133,324	17,281,378
Net position - ending	\$ 5,806,676	\$3,764,242	\$15,470,659	\$14,369,082	\$21,277,335	\$18,133,324

**Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019**

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The purpose of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of available resources relative to the Town's financing requirements. Unassigned fund balance serve as the most useful measure of a Town's net resources available for spending at the end of the fiscal year.

At the end of the fiscal year ended September 30, 2019, unassigned fund balance of the General Fund was \$ 4,124,494 up by \$1,459,139 compared with fiscal year 2018. This increase is primarily due to the decrease in expenditures combined with a slight increase in property tax revenues. The intergovernmental revenue increase of \$389,954 is the result of cost incurred due to hurricane Irma recorded during this fiscal year. The majority of the total cost are subsequently reimbursed by Federal Emergency Management Agency and the State of Florida.

Proprietary Funds: The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Total net position of the proprietary funds amounted to \$15,470,660 at the end of the fiscal year ended September 30, 2019, an increase of \$1,101,578 over the prior fiscal year. Other factors concerning the finances of these two funds are covered in more detail in the discussion of the Town's business-type activities in the Government-wide Financial Analysis section.

General Fund Budgetary Highlights

The Commission approves purchase orders and nonrecurring expenditures over \$1,500 on a monthly basis. The Commission uses this procedure to closely monitor expenditures and commitments made by the Town.

Actual General Fund revenues for fiscal year 2019 were above final budget by \$459,324. Actual expenditures for the year were \$1,037,737 less than the final budget. The major expenditure variances between the budget and actual in the general fund are reflected in general government, which is due to an overall decrease in spending and salaries expenses.

The Town collected \$7,053, \$39,351 and \$10,000 more than the final budget for Ad Valorem Taxes, Garbage and Towing Franchise Fee, respectively. Communication Tax and Water Utility collections were less than final budget by \$20,962 and \$48,812, respectively.

Capital Assets

The Town's investment in capital assets for its governmental and business-type activities as of September 2019 totaled \$9,433,090 (net of accumulated depreciation). This investment in capital assets includes land, buildings, water distribution and sewer collection storm and drainage systems, park improvements, equipment and street improvements. Please refer to the schedules in the Notes to the Financial Statements that summarizes capital asset activity over the past fiscal year.

**Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2019**

The Town continues its capital outlay efforts by upgrading the water and wastewater lines. The amount spent on these infrastructure improvements increased by \$483,747 to \$538,326 compared to \$54,579 for the year 2018.

Debt Administration

At the end of the fiscal year 2019 the Town has debt totaling \$ 5,008,177. This amount includes compensated absences, net pension liability, OPEB obligation, Notes Payable, and Revenue Bond Payable. For more detailed information, please refer to the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Town's primary sources of revenue are property taxes, utility service taxes and charges for services. State shared revenues, which include telecommunication taxes, account for another large source of revenue.

Compared to prior year there has been growth in the local economy. A main factor contributing to this has been the increase in property values at the national level and a lower rate of unemployment. While the increase in taxable value has been modest for our Town, it has followed several years of increases, during which time it has allowed the Town to build a fund balance.

The Town has a very diverse tax base including substantial amounts of commercial and industrial property which should allow for a smaller impact to ad valorem revenues in the future years should the economy experience a downturn. For more information regarding the Town's property taxes please refer to the notes to the financial statements.

For the following fiscal years, the Town might have a decrease of its revenues considering the economic impact of the pandemic (Covid-19) and the potential increase of unemployment during the fiscal year 2020 as a result.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the Town's finances for all readers with an interest in its finances. The report has been prepared by the finance department of the Town of Pembroke Park, Florida with the assistance of the Town's external auditors. Any questions or comments about this report are welcomed and may be directed to the Town's Finance Director at (954) 966-4600, extension 232, fax at (954) 961-4760, or by mail to the Town of Pembroke Park, Finance Director, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

Basic Financial Statements

Town of Pembroke Park, Florida
Statement of Net Position
September 30, 2019

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash, cash equivalents and equity in pooled cash	\$ 366,190	\$ 5,223,308	\$ 5,589,498
Investments	4,241,919	5,017,465	9,259,383
Accounts receivable, net	376,929	902,295	1,279,224
Intergovernmental receivables	427,071	-	427,071
Prepays	36,176	8,573	44,750
Restricted cash	42,679	939,848	982,527
Net pension asset – Commissioner pension	27,998	-	27,998
Capital assets:			
Nondepreciable	2,167,660	34,347	2,202,007
Depreciable, net	1,209,573	6,021,510	7,231,083
Total assets	<u>8,896,195</u>	<u>18,147,346</u>	<u>27,043,541</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension	877,287	176,316	1,053,603
LIABILITIES			
Accounts payable	642,778	127,344	770,122
Accrued liabilities	56,524	12,112	68,636
Accrued interest payable	-	7,613	7,613
Unearned revenues	189,779	-	189,779
Customer deposits	57,019	-	57,019
Noncurrent liabilities:			
Due in less than one year:			
Note payable	-	36,000	36,000
Compensated absences	341,515	-	341,515
Due in more than one year:			
Note payable	-	2,052,000	2,052,000
Compensated absences	101,070	28,922	129,992
Net OPEB liability	76,686	19,882	96,568
Net pension liability	1,867,846	484,256	2,352,102
Total liabilities	<u>3,333,218</u>	<u>2,768,129</u>	<u>6,101,347</u>
DEFERRED INFLOWS OF RESOURCES			
Pension	633,589	84,873	718,462
NET POSITION			
Net investment in capital assets	3,377,233	3,938,936	7,316,169
Restricted for:			
Law enforcement	42,679	-	42,679
Debt service	-	142,376	142,376
Capital projects	-	789,859	789,859
Unrestricted	2,386,764	10,599,488	12,986,252
Total net position	<u>\$ 5,806,676</u>	<u>\$ 15,470,659</u>	<u>\$ 21,277,335</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Activities
For the Year Ended September 30, 2019

<u>Functions/Programs</u>	<u>Program Revenues</u>		<u>Net (Expenses) Revenue and Changes in Net Position</u>				<u>Total</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	
Primary government							
General government	\$ 1,959,316	\$ 447,666	\$ -	\$ -	\$ (1,511,650)	\$ -	\$ (1,511,650)
Public safety	6,055,296	465,671	-	-	(5,589,625)	-	(5,589,625)
Building	436,730	787,179	-	-	350,449	-	350,449
Physical environment	307,184	-	125,000	-	(182,184)	-	(182,184)
Public works	377,999	-	-	-	(377,999)	-	(377,999)
Culture and recreation	516,604	3,250	-	-	(513,354)	-	(513,354)
Total governmental activities	9,653,129	1,703,766	125,000	-	(7,824,363)	-	(7,824,363)
Business-type activities:							
Sewer utilities	1,931,740	2,793,759	-	40,011	-	902,030	902,030
Stormwater drainage district	792,517	1,372,377	-	-	-	579,820	579,820
Total business-type activities	2,724,257	4,166,096	-	40,011	-	1,481,850	1,481,850
Total	12,377,386	5,869,862	125,000	40,011	(7,824,363)	1,481,850	(6,342,513)
General revenues:							
Property taxes					5,709,767	-	5,709,767
Local option gas tax					106,441	-	106,441
Utility service taxes					1,235,357	-	1,235,357
Franchise taxes					866,905	-	866,905
Intergovernmental revenue					1,025,307	-	1,025,307
Unrestricted investment earnings					125,487	243,408	368,895
Miscellaneous					173,852	-	173,852
Transfers					623,681	(623,681)	-
Total general revenues					9,866,797	(380,273)	9,486,524
Change in net position					2,042,434	1,101,577	3,144,011
Net position - beginning					3,764,242	14,369,082	18,133,324
Net position - ending					\$ 5,806,676	\$ 15,470,659	\$ 21,277,335

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Balance Sheet – Governmental Fund
September 30, 2019

	Major Fund	Total Governmental Funds
	General Fund	
ASSETS		
Cash – unrestricted and restricted	\$ 408,869	\$ 408,869
Equity in pooled investments and pooled cash	4,241,919	4,241,919
Accounts receivable, net	376,929	376,929
Intergovernmental receivable	427,071	427,071
Prepays	36,176	36,176
Total assets	<u>\$ 5,490,964</u>	<u>\$ 5,490,964</u>
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	\$ 642,778	\$ 642,778
Accrued liabilities	56,524	56,524
Accrued compensated absences	341,515	341,515
Unearned revenue	189,779	189,779
Customer deposits	57,019	57,019
Total liabilities	<u>1,287,615</u>	<u>1,287,615</u>
Fund balance		
Nonspendable		
Prepaid items	36,176	36,176
Restricted:		
Law enforcement	42,679	42,679
Unassigned	4,124,494	4,124,494
Total fund balance	<u>4,203,349</u>	<u>4,203,349</u>
Total liabilities and fund balances	<u>\$ 5,490,964</u>	<u>\$ 5,490,964</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Reconciliation of the Balance Sheet of the Governmental Fund to
the Statement of Net Position
September 30, 2019

Fund balance - governmental funds		\$ 4,203,349
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	\$ 7,809,279	
Accumulated depreciation	<u>(4,432,046)</u>	3,377,233
Deferred outflows of resources related to pensions are recorded in the statement of net position.		877,287
Deferred inflows of resources related to pensions are recorded in the statement of net position.		(633,589)
Net pension asset created through funding of the plan as employer contribution to the Commissioner pension plan is not recognized in the governmental fund financial statements.		27,998
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Net OPEB liability		(76,686)
Net pension liability		(1,867,806)
Compensated absences		<u>(101,070)</u>
Net position of governmental activities		<u>\$ 5,806,716</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balance – Governmental Fund
For the Year Ended September 30, 2019

	Major Fund	Total
	General Fund	Governmental Funds
REVENUES		
Property taxes	\$ 5,709,767	\$ 5,709,767
Local option gas tax	106,441	106,441
Utility service taxes	1,235,357	1,235,357
Licenses and permits	1,290,376	1,290,376
Franchise taxes	866,905	866,905
Intergovernmental revenues	1,025,307	1,025,307
Charges for services	339,987	339,987
Fines and forfeitures	73,403	73,403
Grants revenues	125,000	125,000
Interest	125,487	125,487
Miscellaneous	173,852	173,852
Total revenues	<u>11,071,882</u>	<u>11,071,882</u>
EXPENDITURES		
Current		
General government	2,151,927	2,151,927
Public safety	6,050,086	6,050,086
Building	438,947	438,947
Physical environment	214,791	214,791
Public works	390,077	390,077
Culture and recreation	414,349	414,349
Capital outlay	538,326	538,326
Total expenditures	<u>10,198,503</u>	<u>10,198,503</u>
Excess of revenues over expenditures	873,379	873,379
OTHER FINANCING SOURCES		
Transfers in	623,681	623,681
Total other Financing Sources	<u>623,681</u>	<u>623,681</u>
Net change in fund balances	1,497,060	1,497,060
Fund balance – beginning	2,706,289	2,706,289
Fund balance – ending	<u>\$ 4,203,349</u>	<u>\$ 4,203,349</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Reconciliation of the Statement of Revenues, Expenditures
and Change in Fund Balance of the Governmental Fund to
the Statement of Activities
For the Year Ended September 30, 2019

Net change in fund balance - total governmental funds	\$ 1,497,060
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and are capitalized and reported as capital assets in the statement of net position.	538,753
Depreciation on capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(217,475)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The details of the differences are as follows:	
Pension expense	226,625
Change in compensated absence	(192)
Change in other post-employment benefit obligation	(2,335)
Change in net position of governmental activities	<u>\$ 2,042,434</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Net Position - Proprietary Funds
September 30, 2019

	Sewer Utility	Stormwater Drainage	Total
ASSETS			
Current assets:			
Equity in pooled cash and cash equivalents	\$ 2,353,025	\$ 2,870,282	\$ 5,223,307
Equity in pooled investments	2,569,318	2,448,146	5,017,464
Accounts receivable, net	686,445	215,850	902,295
Restricted cash	939,848		939,848
Prepaid	6,810	1,764	8,574
Total current assets	6,555,446	5,536,042	12,091,488
Noncurrent assets:			
Capital assets:			
Construction in progress	-	34,347	34,347
Infrastructure	7,120,723	10,639,360	17,760,083
Machinery and equipment	179,772	29,056	208,828
Less accumulated depreciation	(4,771,266)	(7,176,135)	(11,947,401)
Total capital assets, net	2,529,229	3,526,628	6,055,857
Total noncurrent assets	2,529,229	3,526,628	6,055,857
Total assets	9,084,675	9,062,670	18,147,345
DEFERRED OUTFLOWS OF RESOURCE			
Pension	125,940	50,376	176,316
LIABILITIES			
Current liabilities:			
Accounts payable	120,260	7,084	127,344
Accrued liabilities	9,296	2,816	12,112
Accrued interest payable	7,613	-	7,613
Current portion of loan payable	36,000		36,000
Total current liabilities	173,169	9,900	183,069
Noncurrent liabilities:			
Notes and loans payable	2,052,000	-	2,052,000
Compensated absences	23,697	5,224	28,921
OPEB liability	14,201	5,681	19,882
Net pension liability	345,897	138,359	484,256
Total noncurrent liabilities	2,435,795	149,264	2,585,059
Total liabilities	2,608,964	159,164	2,768,128
DEFERRED INFLOWS OF RESOURCES			
Pension	60,624	24,249	84,873
NET POSITION			
Net investment in capital assets	417,532	3,521,404	3,938,936
Restricted for debt service	142,376	-	142,376
Restricted for capital projects	789,859	-	789,859
Unrestricted	5,191,260	5,408,229	10,599,489
Total net position	\$ 6,541,027	\$ 8,929,633	\$ 15,470,660

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Revenues, Expenses and Changes in Net Position -
Proprietary Funds
For the Year Ended September 30, 2019

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
OPERATING REVENUES			
Charges for services	\$ 2,793,759	\$ 1,372,337	\$ 4,166,096
Total operating revenues	2,793,759	1,372,337	4,166,096
OPERATING EXPENSES			
Salaries and benefits	376,799	171,402	548,201
Contractual services	917,224	-	917,224
Repairs and maintenance	80,796	23,962	104,758
Miscellaneous expense	23,168	14,510	37,678
Insurance premiums	113,213	64,430	177,643
Utilities	54,137	20,265	74,402
Depreciation and amortization	273,732	497,948	771,680
Total operating expense	1,839,069	792,517	2,631,586
Operating income	954,690	579,820	1,534,510
NON OPERATING REVENUES (EXPENSES)			
Interest revenue	133,774	109,634	243,408
Interest expense	(92,670)	-	(92,670)
Impact Fee	40,011	-	40,011
Total non-operating revenue (expenses)	81,115	109,634	190,749
Transfers	(417,697)	(205,984)	(623,681)
Change in net position	618,108	483,470	1,101,578
Net position - beginning	5,922,919	8,446,163	14,369,082
Net position - ending	\$ 6,541,027	\$ 8,929,633	\$ 15,470,660

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Cash Flows -
Proprietary Funds
For the Year Ended September 30, 2019

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 2,867,667	\$ 1,451,073	\$ 4,318,740
Payments to employees	(584,992)	(169,557)	(754,549)
Payments to suppliers of goods and services	(1,077,836)	(63,729)	(1,141,565)
Net cash provided by operating activities	1,204,839	1,217,787	2,422,626
CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES			
Transfers	(417,697)	(205,984)	(623,681)
Cash received from impact fees and other	40,011	-	40,011
Net cash used in non-capital and related financing activities	(377,686)	(205,984)	(583,670)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchases of capital assets	(32,151)	(29,056)	(61,207)
Principal paid	(36,000)	-	(36,000)
Interest paid	(92,925)	-	(92,925)
Net cash used in capital and related financing activities	(161,076)	(29,056)	(190,132)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest earnings	133,774	106,883	240,657
Sales of investments	283,925	96,351	380,276
Net cash provided by capital and related financing activities	417,699	203,234	620,933
Net increase in cash and cash equivalents	1,083,776	1,185,981	2,269,757
Cash and cash equivalents – October 1	2,209,097	1,684,301	3,893,398
Cash and cash equivalents – September 30	\$ 3,292,873	\$ 2,870,282	\$ 6,163,155

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Fiduciary Net Position
September 30, 2019

	Sewer Utility	Drainage	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	\$ 954,690	\$ 579,820	\$ 1,534,510
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	273,732	497,948	771,680
Pension expense	(6,324)	60,140	53,816
OPEB expense	-	(2,360)	(2,360)
Decrease in accounts receivable	26,687	88,573	115,260
Increase in prepaids	(6,810)	(1,764)	(8,574)
Decrease in accounts payable	(2,512)	(4,992)	(7,504)
(Decrease) increase in accrued liabilities	(16,295)	422	(15,873)
Decrease in compensated absences	(18,328)	-	(18,328)
Total adjustments	250,150	637,967	888,117
Net cash provided by operating activities	<u>\$ 1,204,840</u>	<u>\$ 1,217,787</u>	<u>\$ 2,422,627</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2019

	Commissioner Pension Trust Fund	Total
ADDITIONS		
Employer contributions	\$ 37,362	\$ 37,362
Investment income, net	67,948	67,948
Total additions	105,310	105,310
DEDUCTIONS		
Benefit payments	86,834	86,834
Administrative expenses	4,202	4,202
Total liabilities	91,036	91,036
Change in net position	14,274	14,274
Net position held in trust for pension benefits - beginning	3,083,393	3,083,393
Net position held in trust for pension benefits - ending	<u>\$ 3,097,667</u>	<u>\$ 3,097,667</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial reporting entity

The Town of Pembroke Park was incorporated on December 10, 1957 and established on June 20, 1959 by Chapter 59-1722, Laws of Florida, as amended. The Town provides the following services as authorized by its charter; general government, public safety, physical environment, public works and culture and recreation.

The financial statements of Town of Pembroke Park, Florida (the "Town"), have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant accounting policies of the Town:

The reporting entity is defined as the primary government and any organizations for which the primary government is financially accountable, and identification of legally separate organizations for which the elected officials of the Town are financially accountable. This criterion also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. Based upon this review, there were no potential component units or related organizations of the Town.

Financial accountability is deemed to exist if the primary government appoints a voting majority of an organization's governing board and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable for governmental organizations with a separately elected governing board, a governing board appointed by another government, or a jointly appointed board that is fiscally dependent on the primary government.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and user charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures and compensated absences are recorded only when payment is due.

Property taxes, franchise fees, utility service taxes and interest are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the government.

The Town reports the following major governmental fund:

The General Fund is the principal operating fund of the Town. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this Fund.

The Town reports the following major proprietary funds:

The Sewer Utility Fund accounts for the operation of the Town's sewer utility system.

The Stormwater Drainage Fund accounts for providing drainage services to the residents of the Town.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Additionally, the Town reports the following fiduciary fund:

Commissioners' Pension Trust Fund as a fiduciary fund, which accounts for the activities of the pension plan provided to the Town's commissioners.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenue of the Sewer Utility Fund and Stormwater Drainage Fund are charges to customers for sales and services.

Operating expenses for enterprise funds include the costs of sales and services, administrative expenses, and the provision for depreciation of capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenue and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Assets, liabilities and net position or equity

1. Cash and Cash Equivalents

In connection with the statement of cash flows, the Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less when purchased.

The Town maintains a cash and investment pool that is available for use by all funds to facilitate the cash management process. Each fund's portion of this pool is included on the statement of net position/balance sheet as equity in pooled cash, cash equivalents and investments.

2. Investments

Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements using the consumption method. Expenditures for services extending over more than one accounting period are accounted for as expenditures of the period of use.

4. Restricted Assets

These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

5. Capital Assets

Capital assets, which include land, construction in progress, buildings, improvements other than buildings, infrastructure and machinery and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The Town defines capital assets as assets with an initial, individual cost of more than \$ 250 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Contributed capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period for Enterprise Funds.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	50 years
Improvements other than buildings	10-20 years
Infrastructure	20 years
Machinery and equipment	5 years

GASB No. 34 encourages but does not require certain governments to retroactively report infrastructure assets. The Town has elected not to retroactively report any unrecorded infrastructure that may exist.

6. Long-Term Debt

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond issue costs are expensed as incurred.

7. Compensated Absences Payable

Town employees may accumulate unused vacation and sick time and may be compensated for such time upon termination of employment at their pay rate in effect at their retirement date. For sick time, there is a limit payable upon termination of no more than \$500 for employees. For vacation time, the amount payable upon termination is limited to 400 hours of leave, except for the amount accrued by the Town Manager which is based on the contract between the Town and the Manager. The liability for these compensated absences in the General Fund is recorded as a long-term liability in the government-wide statement of net position. In the fund financial statements, governmental funds report only the compensated absence liabilities that have matured. In addition, the General Fund has always been used to liquidate compensated absences payable.

8. Encumbrances

Appropriations in budgetary funds are encumbered upon issuance of purchase orders, contracts, or other forms of legal commitments. Encumbrances outstanding at year end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in process at year end are completed. Encumbrances outstanding at year end do not constitute expenditures or liabilities.

9. Accounts Receivable

Accounts receivable and allowance for doubtful accounts at September 30, 2019 were as follows:

	General	Sewer	Stormwater Drainage	Total
State of Florida	\$ 48,026	\$ -	\$ -	\$ 48,026
FEMA	379,045			379,045
Utility taxes	74,265	-	-	74,265
Franchise fee	129,342	-	-	129,342
Broward County	33,922	570,459	238,769	843,150
Other receivables	35,614	-	-	35,614
City of Hollywood	-	163,854	-	163,854
Customer accounts receivable	228,786	-	-	228,786
Gross accounts receivable	929,000	734,313	238,769	1,902,082
Less: Allowance for uncollectable accounts	(125,000)	(47,868)	(22,919)	(195,787)
Accounts receivable, net	\$ 804,000	\$ 686,445	\$ 215,850	\$ 1,706,295

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town presents a deferred outflow of resources related to its pension liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town presents a deferred outflow of resources related to its pension liability.

11. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangement outstanding at the end of the year are referred to as either “interfund receivables/payables.” Any residual outstanding balances between the governmental activities and business-type activities at year end are reported in the government-wide financial statements as internal balances.

12. Unavailable/Unearned Revenue

Unavailable revenue (a deferred inflow of resources) is recorded for governmental fund receivables that are not both measurable and available. In addition, inflows that do not yet meet the criteria for revenue recognition, such as lease revenue collected in advance, are recorded as unearned revenue in the government-wide and fund statements.

13. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

14. Equity Classifications

Government-wide statements

Equity is classified as net position and displayed in three components:

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any debt, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted net position - consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Statements

The Town presents fund balance in accordance with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This statement requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Town Commission is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Assigned: This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Town Council or through the Town Council delegating this responsibility to the Town manager through the

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.

Unassigned: This classification includes the residual fund balance for the General Fund.

It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

15. New Accounting Standards Adopted

The following pronouncements did not have a material impact on the financial position or results of operations of the Town.

GASB Statement No. 83 - Certain Asset Retirement Obligations

This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 88 - Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements

The objective of this Statement is to improve consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements, and to provide financial statement users with additional essential information about debt. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged. This Statement applies to notes to financial statements of all periods presented. If application for prior periods presented is not practicable, the reason for not applying this Statement to prior periods presented should be disclosed.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

16. Pronouncements Issued, but Not Yet Adopted

GASB Statement No. 84 - Fiduciary Activities

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

GASB Statement No. 87 - Leases

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

GASB 89 - Accounting for Interest Cost Incurred before the End of a Construction Period

The objectives of this Statement are (a) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (b) to simplify accounting for certain interest costs. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. Changes adopted to conform to the provisions of this Statement should be applied prospectively. For construction-in-progress, interest cost incurred after the beginning of the first reporting period to which this Statement is applied should not be capitalized.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

GASB 90 - Majority Equity Interests an amendment of GASB Statements No. 14 and No. 61

The primary objectives of this Statement are to improve consistency in the measurement and comparability of the financial statement presentation of majority equity interests in legally separate organizations and to improve the relevance of financial statement information for certain component units. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. Except as discussed in paragraph 11, in the period this Statement is first applied, changes adopted to conform to the provisions of this

Statement should be applied retroactively by restating financial statements, if practicable, for all periods presented. If restatement for prior periods is not practicable, the cumulative effect, if any, of applying this Statement should be reported as a restatement of beginning net position (or fund balance or fund net position, as applicable) for the earliest period restated. Also, the reason for not restating prior periods presented should be disclosed. In the first period that this Statement is applied, the notes to financial statements should disclose the nature of the restatement and its effect.

The Town's management has not yet determined the effect these Statements will have on the Town's financial statements.

17. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are issued or are available to be issued. Subsequent events should be disclosed in the financial statements if exclusion of such disclosure would cause the financial statements to be misleading.

Management has evaluated subsequent events through October 7, 2020, the date the financial statements were available, and does not believe that there are any other events or transactions that require disclosure. Like other communities and globally, management is currently assessing the impact COVID-19 is having on the Town's day to day operations and will be making decisions on such matters that will be in the best interest of the citizens. Also see Note 10 – Commitments and Contingencies, Litigation.

NOTE 2 - BUDGETARY INFORMATION

Annual operating budgets are adopted by the Town for the General Fund and the Enterprise Funds, which are prepared on a basis consistent with generally accepted accounting principles. Amendments are made to the budgets during the year as approved by the Town Commission. The Town follows State guidelines in filing and submitting their budgets. Appropriations are legally controlled at the department level. Unexpended portions of budget categories lapse at year end.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 2 - BUDGETARY INFORMATION (continued)

The adoption of the budget by the Town Commission constitutes the legal appropriation of the amounts specified therein as expenditures from the appropriate governmental fund. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits: In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized with securities held by the entity or its agent in the entity's name.

Investments - Town: The investment of funds is authorized by Florida Statutes, which allows the Town to invest in the Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Inter local Cooperation Act, SEC registered money market funds with the highest credit quality rating, interest-bearing time deposits or savings accounts in qualified public depositories and direct obligations of the U.S. Treasury.

The Town invests surplus funds in external investment pools, the Local Government Surplus Funds Trust Fund (the "State Pool"), administered by the Florida State Board of Administration ("SBA") and the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Town's investments follow the investment rules as defined in Florida Statutes Chapter 215. The Town has not adopted a separate investment policy.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The Town has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

As of September 30, 2019, the Town had the following investments:

Governmental Activities	Fair Value	Amortized Cost	Total	Fair Value Level	Credit Risk	Maturities
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME) FL Municipal Investment Trust 1-3 Year High Quality Bond	\$ -	\$ 145,132	\$ 145,132	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
	4,096,787		4,096,787	2	Not Available	Not Available
	<u>\$ 4,096,787</u>	<u>\$ 145,132</u>	<u>\$4,241,919</u>			
Business-Type Activities						
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME) FL Municipal Investment Trust 1-3 Year High Quality Bond	\$ -	220,242	\$220,242	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
	4,797,223	-	4,797,223	2	Not Available	Not Available
		\$				
	<u>\$ 4,797,223</u>	<u>220,241</u>	<u>\$5,017,465</u>			

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk: The Town places no limit on the amount the Town may invest in any one issuer.

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The Town's investment within the Florida Municipal Investment Trust and SBA are exposed to interest rate risk.

Fair Value Measurement: When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the Town's investments in PRIME have been reported at amortized cost above.

FMIvT 1-3 Year High Quality Bond Fund - This fund invests mainly in US Government and agency securities and asset-backed securities. The underlying securities have observable level 1 quoted pricing inputs or observable level 2 significant other observable pricing inputs. Most of the security prices were obtained from a pricing service, Interactive Data Corporation (IDC). While the underlying asset values are based on quoted prices or market-corroborated inputs, the net asset value of the portfolio is not publicly quoted. The Town considers these shares as level 2, since the value is based on market-corroborated data.

Florida Prime – With regard to redemption gates, Chapter 218.409(8) (a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.”

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2019, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

Investments – Town Commissioner Pension Plan: As of September 30, 2019, the Town’s Commissioner Pension Plan (the “Plan”) had the following investments:

	Fair Value	Fair Value Level	Credit Risk	Weighted Average Maturity
Loomis Sayles Investment Grade Bond A	\$ 727,371	2	AAA 21%, A 31%, BBB 4.65 years 29%, BB 10%, B 1%, Not Rated 8%	
Janus Opportunistic Growth	552,918	2	N/ A	N/ A
Vanguard Equity- Income ADM	470,904	2	N/ A	N/ A
Invesco International Growth R5	177,977	2	N/ A	N/ A
Janus Triton N	173,384	2	N/ A	N/ A
DFA US Targeted Value I	144,016	2	N/ A	N/ A
	<u>\$ 2,246,570</u>			
	<u>Value</u>			
Life insurance and variable annuity contracts	\$ 851,097			

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The investments held within the Loomis Sayles Investment Grade Bond Fund have an average maturity of 4.65 years. The other mutual funds are not subject to interest rate risk.

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Life Insurance and Variable Annuity Contracts: In order to provide death benefits to Town Commissioners (Note 8), the Town has entered into life insurance and variable annuity contracts with a financial institution.

NOTE 4 - PROPERTY TAXES

Property taxes are levied and become a lien on real and personal property prior to September 30, and are payable November 1, with discounts of one to four percent if paid prior to March 1 of the following calendar year. All unpaid taxes on real and personal property become delinquent on April 1, and bear interest of eighteen percent from April 1 until a tax sale certificate is sold at auction.

The Town is permitted by Article 7, Section 8 of the Florida Constitution to levy taxes up to \$ 10 per \$1,000 of assessed valuation for general governmental services (other than the payment of principal and interest on general obligation long-term debt). In addition, unlimited amounts may be levied for the payment of principal and interest on general obligation long-term debt subject to a limitation on the amount of debt outstanding. The tax rate to finance general governmental services and debt service requirements for the year ended September 30, 2019 was 8.5000 per \$1,000.

NOTE 5 - CAPITAL ASSETS

Capital asset activity governmental activities for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 2,120,064	\$ -	\$ -	\$ 2,120,064
Construction in progress	47,596	-	-	47,596
Total capital assets, not being depreciated	2,167,660	-	-	2,167,660
Capital assets, being depreciated				
Buildings	984,935	-	-	984,935
Machinery and equipment	3,226,611	131,805	53,394	3,305,022
Improvements other than buildings	1,351,662	-	-	1,351,662
Total capital assets, being depreciated	5,563,208	131,805	53,394	5,641,619
Less accumulated depreciation for:				
Buildings	945,537	19,699	-	965,236
Machinery and equipment	2,031,065	81,613	51,249	2,061,429
Improvements other than buildings	1,289,076	116,305	-	1,405,381
Total accumulated depreciation	4,265,678	217,617	51,249	4,432,046
Total capital assets, being depreciated, net	1,297,530	(85,812)	(2,145)	1,209,573
Governmental activities capital assets, net	\$ 3,465,190	\$ (88,812)	\$ (2,145)	\$ 3,377,233

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 5 - CAPITAL ASSETS (continued)

Provision for depreciation was charged to functions of the Town as follows:

	Governmental Activities
General government	\$ 42,750
Public safety	5,210
Building	5,815
Physical Environment	11,778
Public works	116,305
Culture and recreation	35,758
	<u>\$ 217,617</u>

Capital asset activity business-type activities for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Business-type activities				
Capital assets, not being depreciated				
Construction in progress	\$ 34,347	\$ -	\$ -	\$34,347
Total capital assets, not being depreciated	<u>34,347</u>	<u>-</u>	<u>\$ -</u>	<u>34,347</u>
Capital assets, being depreciated				
Infrastructure	17,760,083	-	-	17,760,083
Machinery and equipment	147,621	61,207	-	208,828
Total capital assets, being depreciated	<u>17,907,704</u>	<u>61,207</u>		<u>17,968,911</u>
Less accumulated depreciation for:				
Infrastructure	11,063,424	754,500	-	11,817,924
Machinery and equipment	112,296	17,181	-	129,477
Total accumulated depreciation	<u>11,175,720</u>	<u>771,681</u>	<u>-</u>	<u>11,947,401</u>
Total capital assets, being depreciated, net	<u>6,731,984</u>	<u>(710,474)</u>	<u>-</u>	<u>6,021,510</u>
Business-type activities capital assets, net	<u>\$ 6,766,331</u>	<u>(710,474)</u>	<u>\$ -</u>	<u>\$ 6,055,857</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 5 - CAPITAL ASSETS (continued)

Provision for depreciation was charged to functions of the Town as follows:

	Business-type Activities
Sewer utility	\$ 273,732
Stormwater drainage district	497,948
	<u>\$ 771,680</u>

NOTE 6 – LONG-TERM DEBT

Debt: During the year ended September 30, 2019, the following changes occurred in debt of governmental and business-type activities:

	Beginning balance	Additions	Reductions	Ending Balance	Due in less than one year
Governmental activities					
Net pension liability	\$2,997,766	\$ -	\$1,129,920	\$1,867,846	
Net OPEB Liability (restated)	74,351	2,335	-	76,686	
Compensated absences	77,337	23,733	-	101,070	
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	
	3,149,454	26,068	1,129,920	2,045,602	
Business-type activities					
Revenue Bond, Series 2009	\$2,124,000	\$-	36,000	2,088,000	36,000
Net pension liability	491,216		6,960	484,256	
Net OPEB Liability (restated)	20,045		163	19,882	
Compensated absences	46,134		17,212	28,922	
	<u>\$2,681,395</u>	<u>\$</u>	<u>\$ 60,335</u>	<u>\$2,621,060</u>	<u>\$ 36,000</u>

The Town previously issued Sewer Revenue Bond, Series 2009, in the amount of \$2,360,000. The bond proceeds were used to pay off the entire balance of the interim financing that had been used to finance a part of the cost of acquiring, constructing and erecting extensions and improvements to the municipal sewer system of the Town. The Bond bears interest, payable annually on September 1, at the rate of 4.375% per annum through September 2048. Principal is due beginning on September 1, 2011 through September 1, 2048. The Bond contains certain restrictive covenants which include; adopting annual operating budgets, the establishment of revenue, operation and maintenance and bond sinking funds; and the establishment of rates sufficient to satisfy debt service requirements. For the year ended September 30, 2019, these covenants have been met. The Bond is secured by a pledge of revenues from the Town's revenues from the Sewer Utility Fund.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 6 – LONG-TERM DEBT (continued)

The following is a schedule of approximate future debt service requirements for business-type activities at September 30, 2019

Year ending			
September 30,	Principal	Interest	Total
2020	\$ 36,000	\$ 92,350	\$ 128,350
2021	39,000	89,730	128,730
2022	40,000	88,025	128,025
2023	42,000	86,275	128,275
2024	44,000	84,438	128,438
2025-2029	251,000	391,563	642,563
2030-2034	311,000	331,669	642,669
2035-2039	386,000	257,250	643,250
2040-2044	476,000	165,375	641,375
2045-2048	463,000	50,625	513,625
Total	\$ 2,088,000	\$ 1,637,300	\$ 3,725,300

NOTE 7 - FLORIDA RETIREMENT SYSTEM

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System (“FRS”) provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (“Pension Plan”) and the Retiree Health Insurance Subsidy (“HIS Plan”). The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature. Employees of the Town are eligible to participate in FRS.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan Description

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (“DROP”) for eligible employees.

Benefits Provided

Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.60% of their final average compensation based on the five highest years of salary for each year of credited service.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Elected Officers' class members. Also, the final average compensation for all these members will be based on the eight highest years of salary

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. Contribution rates during the 2019 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Salary</u> <u>July 1, 2018 to September 30, 2018</u>		<u>Percent of Gross Salary</u> <u>July 1, 2019 to September 30, 2019</u>	
	<u>Employee</u>	<u>Employer (1)</u>	<u>Employee</u>	<u>Employer (1)</u>
FRS, Regular	3.00	8.26	3.00	8.47
FRS, Senior Management	3.00	24.06	3.00	25.41
FRS, Elected Officers	3.00	48.7	3.00	48.2

(1) Employer rates include a postemployment HIS contribution rate of 1.66%. Also, employer rates include .06% for administrative costs of the Investment plan.

The Town's contributions to the Pension Plan totaled \$172,378 for the fiscal year ended September 30, 2019.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, the Town reported a liability of \$1,837,772 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The Town's proportion of the net pension liability was based on a projection of the Town's 2018-19 fiscal year contributions relative to the 2018-19 fiscal year contributions of all participating members. At June 30, 2019, the Town's proportion was .0053% percent, which was a decrease of .0039% percentage points from its proportion measured as of June 30, 2018.

For the year ended September 30, 2019, the Town recognized pension expense of \$430,790 related to the FRS plan. At September 30, 2019, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 109,004	\$ (1,141)
Change of assumptions	472,019	-
Net difference between projected and actual on FRS earnings pension plan investments	-	(101,675)
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	126,263	(689,934)
Town FRS contributions subsequent to the measurement date	37,260	
Total	\$ 744,546	(792,750)

\$37,260 reported as deferred outflows of resources related to the Pension Plan resulting from Town contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2019	\$ (30,994)
2020	(9,350)
2021	(22,591)
2022	(17,041)
2023	(4,395)
Thereafter	(1,093)
Total	\$ (85,464)

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Actuarial Assumptions

The total pension liability in the July 1, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.90%, net of pension plan investment expense, including inflation

During the fiscal year 2019 the following changing occurred:

Mortality assumption was changed from Generational RP-2000 with projection scale BB tables to PUB-2010 base table, projected generationally with Scale MP-2018.

The actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on Pension Plan investments was decreased from 7.00% to 6.90%. The rate is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	(Geometric) Return	Standard Deviation
Cash	1.0%	3.30%	3.30%	1.2%
Fixed income	18.0%	4.10%	4.10%	3.50%
Global equity	54.0%	8.00%	6.80%	16.50%
Real estate (property)	11.0%	6.70%	6.0%	11.70%
Private equity	10.0%	11.20%	8.40%	25.80%
Strategic investments	6.0%	5.90%	5.70%	6.70%
Total	<u>100.0%</u>			
Assumed inflation-mean			2.60%	1.70%

(1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Sensitivity of the Town's proportion share of the net pension liability to changes in the discount rate - The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.90 percent, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate:

	1% Decrease (5.9%)	Current Discount Rate (6.9%)	1% Increase (7.9%)
Town's proportionate share of net pension liability	\$ 3,176,896	\$ 1,837,772	\$ 719,377

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

HIS Plan

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended September 30, 2019, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2019, the HIS contribution for the period October 1, 2018 through September 30, 2019 was 1.66%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled \$25,593 for the fiscal year ended September 20, 2019.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2019, the Town reported a liability of \$514,330 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2019. The Town's proportionate share of the net pension liability was based on the Town's 2018-19 fiscal year contributions relative to the 2017-18 fiscal year contributions of all participating members. At June 30, 2019, the Town's proportionate share was .0046% percent, which was a decrease of .00023% percent from its proportionate share measured as of June 30, 2018.

For the fiscal year ended September 30, 2019, the Town recognized pension expense of \$15,950 related to the HIS plan. In addition the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

Description	Deferred outflows of resources	Deferred inflows of resources
Differences between expected and actual experience	\$ 6,247	\$ (630)
Change of assumptions	59,555	(42,037)
Net difference between projected and actual earnings on HIS plan investments	332	-
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	39,440	(212,210)
Town HIS contributions to the measurement date	6,271	-
Total	<u>\$ 111,845</u>	<u>\$ (254,877)</u>

The deferred outflows of resources related to the HIS Plan, totaling \$6,271 resulting from Town contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2019.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Year Ending September 30:	Amount
2019	\$ (60,954)
2020	(48,783)
2021	(26,704)
2022	19,392
2023	(3,522)
Thereafter	(22,458)
Total	<u>\$ (143,032)</u>

**Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019**

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Actuarial Assumptions

The total pension liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Municipal bond rate	3.50%

Mortality rates based on the Generational RP-2000 with Projection Scale BB tables. The municipal bond rate used to determine total pension liability was decreased from 3.87% to 3.50%

The actuarial assumptions used in the July 1, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 3.50%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.50%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.50%) or one percentage point higher (4.50%) than the current rate:

	1% Decrease (2.50%)	Current Discount Rate (3.50%)	1% Increase (4.50%)
Town's proportionate share of net pension liability	\$ 587,134	\$ 514,330	\$ 453,692

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 8 - TOWN COMMISSIONER PENSION PLAN

During the fiscal year ended September 30, 2009, the Town Commission created, under the laws of the State of Florida, a single employer defined benefit pension plan that covers members of the Town Commission (the "Plan"). The administrative duties for this Plan are handled through Securian Retirement Services. A more detailed description of the Plan appears in the ordinances constituting the Plan and in the Summary Plan Description. The Plan does not issue a stand-alone financial report, but is included in the reporting entity of the Town as a pension trust fund. Amendments to the plan document can only be authorized by the Town Commission.

At September 30, 2019, there are 5 active plan members and 2 retiree and beneficiaries receiving benefits.

Members of the Plan are eligible for benefits at their normal retirement date, which is the first day of the month coincident with, or next, following attainment of age 62 or 4 years of credited service if hired prior to October 1, 2008 or attainment of age 62 or 13 years of credited service if hired after.

Normal benefits are equal to 5% of the average monthly compensation multiplied by the credited years of service, with a maximum of 20 credited years. The maximum benefit under the plan is \$195,000, which is subject to certain limitations if less than 10 years of credited service are attained.

Upon the death of a member, benefits cease to be paid out of Plan assets. However, a beneficiary will receive an annuity equal to the accrued benefit owed to the plan member, payable over 10 years.

During the year, the Town made a contribution to the Plan in the amount of \$37,362. At September 30, 2019, the Plan holds \$2,246,570 in investments (Note 3).

Actuarial methods and significant assumptions used to measure the total pension liability for the current year are as follows:

Valuation date	October 1, 2019
Measurement date	September 30, 2019
Actuarial cost method	Entry age normal
Actuarial assumptions	
Rate of return	6.5%
Projected salary increases	3.00%
Inflation adjustment	2.75%
Retirement age	Early retirement age
	IRS Prescribed Mortality RP2000
	Generational White Collar Annuitant
	using scale BB for females and
	RP2000 Generational Blended 50%
	While Collar and 50% Blue Collar.
Mortality	Annuitant using Scale BB for males

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Development of Single Discount Rate

Single Discount Rate	6.5%
Long-Term Expected Rate of Return	6.5%
Long-Term Municipal Bond Rate	N/A

The Town does not issue audited stand-alone financial statements for the Plan. Therefore, the provisions of GASB Statement No.67, *Financial Reporting for Pension Plans - An Amendment of GASB Statement No.25* have been incorporated to this Annual Financial Report in the paragraphs below and Required Supplementary Information section.

Investments

The Plan's policy in regard to the allocation of invested assets is established by the Pension Board. The Plan currently has all of its funds invested through Securian Retirement Services. The investment policy may be amended by the Pension Board by a majority vote of its members. It is the policy of the Pension Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. Overall asset allocation targets are reviewed on an annual basis. The following is the adopted asset allocation policy as of September 30, 2019:

<u>Asset Class/Investment Category</u>	<u>Target Allocation</u>
Equity Securities and Similar Funds:	
U.S. stocks	38.00%
Global stocks	10.00%
	<u>48.00%</u>
Fixed Income and Similar Funds:	
Multi Sector Bonds	32.00%
Alternative Investments	20.00%
Total	<u>100.00%</u>

Concentrations - Governmental entities need to disclose the concentration of credit risk with a single issuer. If 5.00% or more of the total assets of the portfolio are invested with one issuer, an additional disclosure is required. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from the concentration of credit risk disclosure requirements. There were no individual investments that represent 5.00% or more, at September 30, 2019, that met the criteria for disclosure.

Rate of Return – For the year ended September 30, 2019, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 8.67%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

The long-term expected rate of return on Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Town's target asset allocation as of September 30, 2019 are summarized in the following table:

Target Allocation	Asset Class	Long Term Expected Real Rate or Return (Arithmetic)
38%	U.S. Stocks	4.74%
10%	Global Stocks	2.50%
32%	Multi Sector Bonds	2.00%

Discount rate

The discount rate used to measure the total pension liability was 6.50% per annum. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The changes in net pension liability (asset) for the year ended September 30, 2019 is as follows:

	Increases (Decreases)		
	Total Pension Liability (a)	Plan Fiduciary Position (b)	Net Pension Liability (a) (b)
Balances at September 30, 2018	\$ 2,875,687	\$ 3,083,393	\$ 207,709
Changes for the year:			
Service cost	61,060	-	61,060
Interest cost	184,097	-	184,097
Contributions employer	-	37,362	(37,362)
Differences between expected and actual experience	35,662	-	35,662
Net investment income	-	67,948	(67,948)
Benefit payments, including refunds of member contributions	(86,834)	(86,834)	-
Administrative expense		(4,202)	4,202
Net Changes	193,985	14,274	179,711
Balances at September 30, 2019	\$ 3,069,672	\$ 3,097,667	\$ (27,998)

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the Town, calculated using the discount rate of 6.5%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1.00% lower (5.50%) or 1.00% higher (7.50%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
	5.50%	6.50%	7.50%
Net Pension Liability (Asset)	\$ 269,457	\$ (27,998)	\$ (276,582)

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended September 30, 2019, the Town recognized pension expense of \$(108,341) for this Plan. At September 30, 2019 the Town reported deferred outflow of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 35,662	\$ (185,318)
Change of assumptions	-	-
Difference between projected and actual earnings on pension plan investments	161,550	(120,904)
Total	<u>\$ 197,212</u>	<u>\$ (306,222)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follow:

Year Ending September 30:	Amount
2019	\$ (159,024)
2020	(4,528)
2021	2,333
2022	18,931
2023	33,278
Thereafter	-
Total	<u>\$ 109,010</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS

Plan Description and Funding Policy: The Town offers retired employees the opportunity to retain the Town's health insurance coverage. Retirees contribute an amount equal to the actual premium for health insurance that is charged by the carrier. However, there is an implied subsidy in the insurance premium for retirees because the premium charged for retirees is the same as the premium charged for active employees, who are younger than retirees on average.

Additionally, Town Commissioner's beneficiaries are eligible for a pre-funded benefit should the Commissioner become deceased while in active service. The funding for this benefit has been accomplished through the purchase of life insurance products or an annuity product that is expected to cover the costs of the possible benefits.

During the year, the Town had 34 active participants and no retirees receiving benefits.

Actuarial Assumptions: Projections of benefits are based on the substantive plan and include the types of benefits in force at the time of valuation date and the pattern of sharing benefits between the Town and the plan members at that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce the short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Additionally, actuarial valuations for OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. The cost developed is only an estimate of the true cost of providing post-employment benefits. The basis for these benefits is authorized by the Town Commission by resolution.

Significant actuarial assumptions used to calculate the total OPEB liability were as follows:

Actuarial valuation date	9/30/2017
Actuarial cost method	Entry Age Cost Method (Level % of pay)
Discount rate	4.18% per annum (based on the September 20, 2019 Bond Buyer 20-Bond Index)
Projected salary increases	2.50%
Inflation	2.50%
Health Care inflation	Initial trend rate of 8.00% in fiscal 2019, grading down to the ultimate trend rate of 4.0% in fiscal year 2073
Mortality rates	RP-2000 Combined Healthy Mortality Tables projected to the valuation date using Scale AA

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Retirement rates	100% at normal retirement eligibility of 62
FRS Retirement eligibility	FRS Tier 1 (hired before July 1, 2011): age 62 with 6 years of service, or 30 years of service regardless of age FRS Tier 2 (hired on or after July 1, 2011): age 65 with 8 years of service or 33 years of service regardless of age.
Marital status	100% assumed married, with male spouses 3 years older than female spouses
Health care participation	20% participation assumed, with 50% electing spouse coverage
Health contributions	
Employee	100% of the active premium rate
Town	Remaining amount necessary for payment of claims

During the current year, the discount rate was increased from 3.64% to 4.18%.

The total OPEB liability at September 30, 2019 has been reflected on the Statement of Net Position.

The plan is not pre-funded and is therefore supported on a pay-as-you-go basis.

Changes in the Total OPEB Liability: Sources of changes in the total OPEB liability for the fiscal year ended September 30, 2019 were as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2017 for FY 18	\$ 94,396	\$ -	\$ 94,396
Changes due to:			
Service cost	6,710	-	6,710
Interest	3,646	-	3,646
Experience losses/(gains)	-	-	-
Changes in assumptions	(6,297)	-	(6,297)
Benefit payments and refunds	(1,887)	-	(1,887)
Balance as of September 30, 2018 for FY 19	<u>\$ 96,566</u>	<u>\$ -</u>	<u>\$ 96,566</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.18%) or 1-percentage-point higher (5.18%) than the current discount rate:

	1% Decrease (3.18%)	Current Discount Rate (4.18%)	1% Increase (5.18%)
Total OPEB liability \$	108,719	\$ 96,566	\$ 86,312

Sensitivity of the Total OPEB Liability Using Alternative Healthcare Cost Trend Rates: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1- percentage-point lower (3% to 7.5%) or 1-percentage- point higher (5% increasing to 9.5%) than the current healthcare cost trend rates:

	1% Decrease (3.0% to 7.5%)	Healthcare Cost Trend (4.0% to 8.5%)	1% Increase (5.0% to 9.5%)
Total OPEB liability \$	84,547	\$ 96,568	\$ 110,987

OPEB Expense

For the year ended September 30, 2019, the Town recognized OPEB expense of \$7,009.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Risk Management:

During the fiscal year ended September 30, 2019 the Town has participated in the Florida League of Cities which is a not-for-profit corporation, self-insurance program for workers' compensation, general and auto liability, and property insurance. With this program the Town has limited its exposure to a variety of risks such as loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters.

Annually, participants in this program are billed for their portion of the cost of the program adjusted for actual experience during the period of coverage. Participants are not assessed for unanticipated losses incurred by the program.

Grant Contingency:

The Town usually, in the form of grant, receives financial assistance from federal, state and local governmental agencies. Funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and may be subject to audit by the grantor agencies.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019

NOTE 10 - COMMITMENTS AND CONTINGENCIES (continued)

In accordance with Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Florida Single Audit Act, the Town is required to conduct "single audits" when the required thresholds of \$ 750,000 in grant expenditures from either source is exceeded. For the year ended September 30, 2019, neither a Federal single audit in accordance with the Uniform Guidance nor a state single audit in accordance with the Florida Single Audit Act was required.

Significant Agreements:

During the fiscal year 2019 the Town was still into an agreement with the Broward Sheriff's Office (BSO) to provide professional police services. According to this initial term of this agreement the contract may be renewed for an additional three years, and then for an additional five years upon mutual agreement of the parties.

The agreement may be terminated upon default if one of the parties gives the other party thirty days written notice. As of September 30, 2019, this agreement was in a continuing month to month basis. The maximum increase in the fee each year will be five percent for operating costs and nine percent for costs relating to health insurance premiums. There is no limitation on the cost increase related to workers' compensation premiums and pension contributions. The Town paid a total of \$3,028,604 and \$516 for police services and traffic enforcement respectively for the year ended September 30, 2019.

The Town also has an agreement with Broward Sheriff's Office to provide emergency medical and fire protection services. The renewal and termination terms are the same as noted for the police services agreement. As of September 30, 2019, this agreement was in a continuing month to month basis. For the subsequent fiscal years, the amount owed will be based on the Sheriff's budgeted costs, subject to the restrictions noted under the police services agreement. The amount paid for emergency medical and fire protection services for the year ended September 30, 2019 was \$3,021,482.

As of September 30, 2019 the Town is still in a dispute with BSO regarding possible overpayments under the contract. The result of this dispute is still not determined. The Town financial statements have not been adjusted in relation to this matter.

The Town has an agreement with the City of Hollywood for sewage disposal. The monthly charges for the disposal service are included in the operating expenses of the Sewer Utility Fund.

Litigation:

The Town settled its lawsuit with a terminated employee in fiscal year ended September 30, 2020 for \$25,000. The Town is still involved in various claims and litigation arising in the ordinary course of operations. According to the management none of them will have a material effect on the Town's financial position.

**Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2019**

NOTE 10 - COMMITMENTS AND CONTINGENCIES (continued)

Outstanding Claim:

As of the report date, the Town has not paid the former Town Manager his compensated absences as the amount owed is in dispute. During the fiscal year ended September 30, 2019 Town Manager's Compensated absence has been recalculated based on the effective time of services. It has been decreased from \$365,000 to approximately \$341,500.

Broward Office of the Inspector General (OIG) Investigation:

As of the report date, the Town is still under an ongoing investigation by the OIG. In February 2, 2018 the OIG issued a report noting misconduct and gross mismanagement in the procurement of certain professional engineering services between 1995 and 2015. According to the OIG report the Town violated federal procurement requirements relating to certain federal grants that were sub-awarded by Broward County to the Town and thus referred the matter to the Office of the Inspector General of the U.S. Department of Housing and Urban Development (HUD).

Subsequent to year-end, the OIG started additional investigations into:

- Other areas of expenditures, including payroll.
- Whether Town of Pembroke Park Mayor Ashira Mohammed misused her public position to benefit herself and her law firm.

The outcome of these investigation cannot be determined. Therefore, the financial statements have not been adjusted in relation to these matters.

Required Supplementary Information

Town of Pembroke Park, Florida
Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2019

	Budgeted Amounts	Actual	Variance with
	Original and Final	Amounts	Final Budget –
			Positive
			(Negative)
REVENUES			
Property taxes	\$ 5,702,714	\$ 5,709,767	\$ 7,053
Local option gas tax	118,739	106,441	(12,298)
Utility service taxes	1,266,444	1,235,357	(31,087)
Licenses and permits	1,040,071	1,290,376	250,305
Franchise taxes	822,050	866,905	44,855
Intergovernmental revenues	824,778	1,025,307	200,529
Charges for services	344,300	339,987	(4,313)
Fines and forfeitures	52,000	73,403	21,403
Grant Revenue	250,000	125,000	(125,000)
Interest	43,152	125,487	82,335
Miscellaneous	771,992	797,533	25,542
Total revenues	11,236,240	11,695,563	459,324
EXPENDITURES			
Current:			
General government:			
Mayor and Commission	445,125	310,552	(134,573)
Financial and administrative	1,417,369	805,161	(612,208)
Town attorney	244,000	239,356	(4,644)
Comprehensive planning	271,000	262,580	(8,420)
Non-departmental	653,142	534,277	(118,865)
Total general governmental	3,030,636	2,151,927	(878,709)
Public safety			
Police	3,049,769	3,028,604	(21,164)
Fire	3,021,482	3,021,482	-
Total public safety	6,071,250	6,050,086	(21,164)
Building	458,235	438,947	(19,288)
Physical environment	322,795	214,791	(108,004)
Public works	427,193	390,077	(37,116)
Culture and recreation	348,149	414,349	66,200
Capital outlay	577,982	538,326	(39,656)
Total expenditures	11,236,240	10,198,503	(1,037,737)
Excess (deficiency) of revenues over (under) expenditures	\$ -	1,497,060	\$ (578,414)
Fund balance – beginning		2,706,289	
Fund balance – ending		\$ 4,203,349	

See notes to schedule of revenues, expenditures and changes in fund balance –
budget and actual – general fund.

Town of Pembroke Park, Florida
Required Supplementary Information
Notes to Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual –
General Fund
For the Fiscal Year Ended September 30, 2019

Budgets and Budgetary Accounting

Annual Budget for the General Fund and the Enterprise Funds are adopted on a basis consistent with generally accepted accounting principles, except for the provision for depreciation and amortization which is not budgeted in the Enterprise Funds. The Budget process is as follows:

1. Prior to August 1, The Town Manager submits to the town Commission a proposed budget for the Fiscal year commencing in October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of an appropriation ordinance.
4. The appropriated budget is prepared and adopted by fund, function and department. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

Excess of expenditures over appropriations

For the year ended September 30, 2019, expenditures exceeded appropriations in the following departments.

<u>Department</u>	<u>Excess Expenditures over Budget</u>
Culture and recreation	\$66,200

Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Changes in Net Pension Liability and Related Ratios

	2019	2018	2017	2016	2015	2014
Total pension liability						
Service cost	\$ 61,060	\$ 316,660	\$ 66,093	\$ 55,785	\$ 21,941	\$ 21,303
Interest	184,097	180,541	176,986	127,969	99,066	94,948
Differences between expected and actual experiences	35,662	(370,636)	(146,601)	177,571	321,666	(4,885)
Changes in assumptions and methods	-	-	-	(420,088)	(427,321)	-
Benefit payments, including refunds of member contributions	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Net change in total pension liability	193,985	69,683	69,815	753,457	(12,548)	81,279
Total pension liability – beginning	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277	1,913,998
Total pension liability – ending	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,1995,277
Plan fiduciary net position						
Contributions – employer	37,362	370,136	121,583	137,490	62,510	66,669
Net investment income	67,948	246,124	229,468	150,300	(75,642)	136,270
Benefit payments, including refunds of member contributions	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Administrative expenses	(4,202)	(4,404)	(4,183)	(8,384)	-	(4,192)
Other	-	-	-	445,681	-	-
Net change in plan fiduciary net position	14,274	554,974	320,205	697,131	(41,032)	168,660
Plan fiduciary net position – beginning	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115	1,383,455
Plan fiduciary net position – ending	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115
Town net pension liability – ending	(27,998)	(207,709)	277,582	527,972	471,646	443,162
Plan fiduciary net position as a percentage of the total pension liability	100.91%	107%	90%	81%	76%	78%
Covered payroll	\$ 43,260	\$ 43,260	\$ 43,260	\$ 42,000	\$ 36,000	\$ 28,000
Town net pension liability as a percentage of covered payroll	-64.72%	-480%	642%	1257%	1310%	1583%

*Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Contributions
For the year ended September 30, 2019

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Actuarially determined contribution	\$ 38,529	\$351,306	\$ 80,278	\$ 67,848	\$ 62,510	\$ 66,669	\$ 67,003	\$ 82,875	\$141,245	\$ 94,591
Actual contribution	37,362	370,136	121,583	137,490	62,510	66,669	108,012	82,875	141,245	94,591
Contribution deficiency (excess)	\$ 1,167	(18,830)	(41,305)	(69,642)	-	-	(41,009)	-	-	-
Covered payroll	\$154,000	\$154,000	\$180,000	\$180,000	\$144,000	\$140,000	\$140,000	\$126,000	\$126,000	\$126,000
Contributions as a % of covered payroll	24.26%	240.35%	67.55%	76.38%	43.41%	47.62%	85.72%	65.77%	112.10%	75.07%

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Aggregate
Amortization method	Level dollar closed
Inflation	2.75%
Salary increases	3.00%
Investment rate of return	6.50%
Retirement age	Early retirement age
Mortality	IRS Prescribed Mortality RP2000 – Generational White Collar Annuitant using scale BB for females and RP2000 – Generational Blended 50% White Collar and 50% Blue Collar Annuitant using Scale BB for males

**Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Annual Money-Weighted Rate of Return
Last Ten Fiscal Years**

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Annual money weighted rate of return, net of investment expense	9.85%	4.76%	17.34%	11.97%	9.65%	4.79%	9.47%	10.13%	8.67%	2.24%

Town of Pembroke Park, Florida
Schedule of Proportionate Share of Net Pension Liability
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years*

Florida Retirement System Pension Plan

	2019	2018	2017	2016	2015	2014
Town's proportion of the FRS net pension liability	0.0053%	0.0092%	0.0089%	0.0085%	0.0092%	0.0080%
Town's proportionate share of the FRS net pension liability	\$ 1,837,772	\$ 2,761,625	\$ 2,461,826	\$ 2,145,618	\$ 1,971,713	\$ 485,749
Town's covered payroll	\$ 1,541,730	\$ 2,150,710	\$ 2,045,188	\$ 1,836,696	\$ 1,978,680	\$ 1,852,809
Town's proportionate share of the FRS net pension liability as a percentage of its covered payroll	119.20%	128.41%	129.17%	116.82%	60.23%	26.22%
FRS plan fiduciary net position as a percentage of the total pension liability	82.61%	84.26%	83.80%	84.88%	92.00%	96.09%

Retiree Health Insurance Subsidy Program

	2019	2018	2017	2016	2015	2014
Town's proportion of the HIS net pension liability	0.0046%	0.0069%	0.0070%	0.0065%	0.0064%	0.0061%
Town's proportionate share of the HIS net pension liability	\$ 514,330	\$ 727,357	\$ 747,307	\$ 752,274	\$ 657,431	\$ 574,234
Town's covered payroll	\$ 1,541,730	\$ 2,150,710	\$ 2,045,188	\$ 1,836,696	\$ 1,978,680	\$ 1,852,809
Town's proportionate share of the HIS net pension liability as a percentage of its covered payroll	33.36%	33.82%	36.54%	40.96%	33.23%	30.99%
HIS plan fiduciary net position as a percentage of the total pension liability	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled, the pension plan will present information for those years for which the information is available.

Town of Pembroke Park, Florida
Schedule of Contributions
Florida Retirement System Pension Plan
Last 10 Fiscal Years*

Florida Retirement System
Pension Plan

	2019	2018	2017	2016	2015	2014
Contractually required FRS contribution	\$ 172,378	\$ 225,033	\$ 233,168	\$ 211,718	\$ 228,392	\$ 207,813
FRS contributions in relation to the contractually required contribution	(172,378)	(225,033)	(233,168)	(211,718)	(228,392)	(207,813)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 1,541,730	\$ 1,907,590	\$ 2,074,311	\$ 1,902,689	\$ 1,978,680	\$ 1,852,809
FRS contributions as a percentage of covered payroll	11.18%	11.80%	11.24%	11.13%	11.54%	11.22%

Retiree Health Insurance Subsidy Program

	2019	2018	2017	2016	2015	2014
Contractually required HIS contribution	\$ 25,593	\$ 31,666	\$ 34,433	\$ 31,588	\$ 26,843	\$ 22,507
HIS contributions in relation to the contractually required contribution	(25,593)	(31,666)	(34,433)	(31,588)	(26,843)	(22,507)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$1,541,730	\$ 1,907,590	\$ 2,074,311	\$ 1,902,689	\$ 1,978,680	\$ 1,852,809
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.36%	1.21%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled the pension plan will present information for those years for which the information is available.

Town of Pembroke Park, Florida
Required Supplementary Information
Other Post-Employment Benefits Plan
Schedule of Changes in the Town's Total OPEB Liability and Related Ratios

	<u>2019</u>
Total OPEB Liability	
Service cost	\$ 6,710
Interest	3,646
Difference between expected and actual experience	-
Assumption changes	(6,297)
Benefit payments and refunds	(1,887)
Net change in Total OPEB Liability	<u>2,172</u>
Total OPEB Liability - Beginning of Year	<u>94,396</u>
Total OPEB Liability - End of Year	<u>96,568</u>

Total OPEB Liability	
Fiduciary net position as a % of Total OPEB Liability	0.00%
Covered payroll	\$ 2,800,108
Total OPEB liability as a percentage of covered payroll	3.45%

*(1) GASB 75 requires information for 10 years.
However, until a full ten- year trend is compiled,
information will be presented for only those years
which information is available.*

Notes to Schedule

Changes of assumptions: The discount
rate was changed as follows:

Fiscal year ending	Discount Rate
9/30/2017	3.06%
9/30/2018	3.64%
9/30/2019	4.18%

COMPLIANCE SECTION



2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

6100 NW 2nd Avenue
Miami, Florida 33127
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 107C
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Town Commission
Town of Pembroke Park, Florida
Pembroke Park, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type type activities, each major fund, and the fiduciary funds information of Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated October 7, 2020, which includes a qualified opinion.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying Management Letter in accordance to the Rules of the Auditor General of the State of Florida, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a

material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying Management Letter Pursuant to the Rules of the Auditor General of the State of Florida as item 2019- 01 to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Management Letter Pursuant to the Rules of the Auditor General of the State of Florida as item 2019-02, 2019-03 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying Management Letter Pursuant to the Rules of the Auditor General of the State of Florida as items 2019-01.

We noted certain matters involving the internal control over financial reporting and compliance that we have reported to management of the Town in a separate letter dated October 7, 2020.

The Town's responses to the findings identified in our audit are described in the accompanying Management Letter. We did not audit the Town's responses and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." The signature is written in a cursive, flowing style.

Hollywood, Florida
October 7, 2020



2521 Hollywood Boulevard
Hollywood, Florida 33020
Telephone: 954-927-5900
Fax: 954-927-5927

6100 NW 2nd Avenue
Miami, Florida 33127
Telephone: 305-628-1510
Fax: 305-628-1595

900 Osceola Drive, Suite 107C
West Palm Beach, Florida 33409
Telephone: 561-547-0545
Fax: 561-253-2747

Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

To the Honorable Mayor and Town Commission
Town of Pembroke Park, Florida
Pembroke Park, Florida

We have examined Town of Pembroke Park, Florida's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, during the fiscal year ended September 30, 2019. Management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2019.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Town Commission of the Town of Pembroke Park, Florida and is not intended to be and should not be used by anyone other than these specified parties.



Hollywood, Florida
October 7, 2020



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor and Town Commission
Town of Pembroke Park,
Florida Pembroke Park, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated October 7, 2020, which includes a qualified opinion.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated October 7, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address certain findings and recommendations made in the preceding annual financial audit report and the current status is described in our Schedule of Findings and Responses.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. The

name or official title and legal authority of the primary government is disclosed in the notes to the financial statements. There are no component units.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, recommendations accompany this report in the Schedule of Findings and Responses.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that there were no special district component unit associated with the Town of Pembroke Park that was required to provide information for reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Mayor, Town Commission, management, the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, and Federal and other granting agencies, as applicable, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." The signature is written in a cursive style and is positioned above the typed name and date.

Hollywood, Florida
October 7, 2020

**REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES**

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

Material Weakness

2019-01 Internal Controls over Payroll and Payroll Documentation:

Observation: During our procedures, we noted inconsistencies in payroll policies and documentation. The issues identified were as follows:

- In some instances employees' personal files were not available, maintained in proper order and necessary forms were missing in some other employee's file which were tested.
- Inadequate documentation provided to verify approved pay rates for employee at the hiring date.
- In one instance, the overtime hours were manually inserted on the time card instead of being clocked by the time card system.
- In some Instances employee's time sheets were not signed and reviewed.

Recommendation: The Town should ensure that all active employees' files are in order and maintained with all required and necessary forms signed by the hired employee and the department head. In addition, the management need to review the vacation accrual schedule to ensure that all employees have the correct vacation hours accrued based on their hiring date.

Management's response: The Town hired a human resources consultant to review the employee's personal files and ensure that all files include the necessary forms. The consultant will continue the process of reviewing the personal files with an estimate time of completion by the end of calendar year 2020. Management will ensure that all policies are adhered to and implemented according to the policy. Management will recalculate and correct the schedule of vacation accrued and ensure that hours accrued adhere to the Town's policy. Management will communicate to their payroll employees that no manual inserted hours allowed unless they are reviewed and approved by the department head and the management.

**REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES (continued)**

Significant Deficiencies

2019-02 Account receivable aging

Observation: Several negative balances in the account receivable aging have been noted. These amounts represent the remaining credit balances available for refund to clients. In addition we noted that 26% of the receivable are accounts that have become inactive over the years for which the Town has no updated information (address, or phone number). Therefore all these inactive accounts are not collectible.

Recommendation: The Town should have a policy in place to handle outstanding debt or credit balances for inactive accounts by making necessary refund to clients when the accounts are close.

Management's response: According to management various attempts to collect the funds have been made by the Finance Department. The Town has drafted 2 separate policies in Fiscal 2020 and has written off the inactive balances prior to year end. The Town plans to issue refunds for the credit balances in Q1 of FY 2021.

2019-03 Minutes:

Observation: According to the Florida Statutes requirements municipalities need to promptly record minutes of meetings. During our Audit we noted that the Minutes were not transcribed on a timely basis and the majority of the documents provided were drafts and not the final approved (or official) reports.

Recommendation: We recommend that the Town implement the necessary procedures to comply with the Florida Statutes. The Minutes should be recorded promptly and clearly titled as official Minutes.

Management's response: The Town terminated the Town Clerk in October 2019 and subsequently has hired a new employee to ensure that minutes are being drafted and presented to the commission for their approval and signing on a timely manner.

REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES (continued)

Other Findings

2019-04 Outstanding Checks

Observation: During the audit we noted some outstanding checks in the bank reconciliation and the Town doesn't have any procedures in place to control those outstanding checks.

Recommendation: Checks that are never cashed may constitute unclaimed property. Therefore the Town should ensure that outstanding checks are followed or tracked; after a period of time be classified as "Unclaimed Checks Account" and return to the state over a period of time.

Management's response: The Town will institute a policy for outstanding checks, when to classify the funds as unclaimed and monitor the length of time the checks appear on the outstanding checks report. Once it is determined as unclaimed property the funds will be sent to the State.

2019-05 Budget

Observation: Budgetary appropriations are legally controlled at the department level. We noted that the amended budget for the fiscal year ended September 2019, was approved in January 2020. Actual expenditures exceeded appropriations in one department for the fiscal year ended September 30, 2019.

Recommendation: The Town should amend the budget during the fiscal year or within statutory guidelines to ensure that all expenditures are properly budgeted.

Management's response: The Town went through various transitions during the fiscal year. However, Management will continue to perform budget amendments within 90 day time period.

2019-06 Reconciliation of separate accounting systems

Observation: The Town billing and receipt software is separate from its accounting software. During the Audit we noted that the Town does not reconcile customer balances in its billing and receipt system with the revenue, receivable and deposit account balances in the accounting system.

Recommendation: The Town should reconcile the balances in the billing and receipt system with the revenue, receivable and deposit account balances in the accounting system on a monthly basis.

**REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES (continued)**

Management's response: The Town has developed a process to ensure that a reconciliation is performed on a monthly basis. The third party software the Town is currently using does not have the capability to produce an account receivable aging, therefore, customer balances are being tracked manually.

II. PRIOR YEAR FINDINGS

2018-01, Irregular payroll transactions:

Current Status: See finding no. 2019-01 above. Finding combined with other payroll issues as a material weakness.

2018-02, 2017-04, 2016-06 Internal Controls over disbursements:

Current Status: Finding has been resolved.

2018-03, 2017-02, 2016-04 Internal Controls over Payroll and Payroll Documentation:

Current Status: See finding no. 2019-01 above

2018-04, 2017-01, 2016-02 Internal Controls over Procurement and Procurement Documentation:

Current Status: Finding has been resolved.

2018-05, 2017-03, 2016-05 Budget:

Current Status: See finding no. 2019-05 above.

2018-06, 2017-05, 2016-08 Reconciliation of balances in billing and receipt software with balances in accounting software:

Current Status: See finding no. 2019-06 above.

2018-07, 2017-08 Cafeteria Plan

Current Status: Finding has been resolved.

2018-08 Qualified Public Depository (QPD) Annual Report:

Current Status: Finding has been resolved.

REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES (continued)

2018-09, Bank Account Reconciliation:

Current Status: Finding has been resolved.

2018-10 Reconciliation of Utility System Receivables:

Current Status: Finding has been resolved.

2018-11, Internal Controls and documentation over Permits:

Current Status: Finding has been resolved.

2018-12 Annual Financial Interest Disclosure Forms

Current Status: Finding has been resolved.

2018-13, 2017-07 Minutes:

Current Status: See finding no. 2019-03 above.

RESOLUTION NO. 2020-140

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, STATING ITS OBJECTION TO ANY INVOLUNTARY ANNEXATION PLAN AFFECTING THE MUNICIPAL BOUNDARIES OF THE TOWN OF PEMBROKE PARK; REAFFIRMING THE DESIGNATION OF HOWARD P. CLARK, JR. AS THE TOWN COMMISSION'S LEAD REPRESENTATIVE FOR ISSUES RELATING TO ANNEXATION; AUTHORIZING AND DIRECTING THE TOWN STAFF TO PROVIDE ASSISTANCE TO HOWARD P. CLARK, JR. RELATING TO HIS ANNEXATION ENDEAVORS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, discussions occur from time to time between various elected and civic officials relating to annexation proposing alteration of the Town's municipal boundaries and transferring property currently located in the Town to a neighboring municipality or municipalities; and

WHEREAS, the Town Commission vehemently opposes any proposed annexation plans which would transfer property from the Town to a neighboring municipality or municipalities or in any manner amend the current municipal boundaries of the Town; and

WHEREAS, the commission form of government established in the Pembroke Park Charter differs from the governing structures in the surrounding communities and the commission form of government has served the needs of Pembroke Park well since its inception; and

WHEREAS, the mobile home lifestyle enjoyed by a majority of Pembroke Park residents would be jeopardized and could face elimination if the Town was to be annexed into a different municipality or merged into another municipality; and

WHEREAS, Pembroke Park Town officials have developed thriving commercial and industrial areas through extensive planning, cooperation with landowners and economic incentives, and it would be unfair and unprecedented to remove any portion of the industrial or commercial areas from the Town; and

WHEREAS, the Town Commission desires to clearly state both its opposition to any plan for involuntary annexation relating to Pembroke Park and the Town Commission's determination to vigorously oppose any such attempt of annexation at all levels of government; and

WHEREAS, Vice Mayor Howard P. Clark, Jr. has expended significant time and energy, both locally and throughout the state of Florida, working to strengthen laws preserving each

municipality's right to self-determination of its municipal boundaries, and the Town Commission desires to reaffirm its steadfast support of Vice Mayor Howard P. Clark, Jr. as the Town's lead representative for annexation issues.

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

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

Section 2: That the Town Commission is authorized to utilize the Town staff, Town consultants, and all Town resources to inform all elected officials, neighboring communities, Town residents and interested persons that the Town Commission opposes any plan of annexation that would change the current municipal boundaries of the Town or merge the Town with another municipality.

Section 3: That the Town Commission is authorized to take any and all action it determines necessary to preserve the current Town municipal boundaries and the unique lifestyle enjoyed by the residents and visitors to the Town, and to retain the successfully developed commercial and industrial areas of the Town.

Section 4: That the Town Commission reaffirms its appreciation for the continued efforts by Vice Mayor Howard P. Clark, Jr. as lead commissioner for issues relating to annexation, and Vice Mayor Howard P. Clark, Jr. is authorized and directed to meet with state and local government officials, local business owners, residents of the Town and all interested persons relating to annexation issues affecting the Town to express the Town Commission's unwavering opposition to annexation.

Section 5: That the Town staff is authorized and directed to assist Vice Mayor Howard P. Clark, Jr. in any manner necessary to carry out the intent of this Resolution.

Section 6: 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 7: That all 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 Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of November, 2020.

ATTEST:

HOWARD P. CLARK
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

Daniel C. Besinaiz

Using my unique experiences in the four distinct states I have lived in to plan for sustainable, equitable communities.

EXPERIENCE

Dept. of Anthropology, Madison, WI *Teaching Assistant*

AUGUST 2019 - DECEMBER 2019

Leads four discussion sections (80 students) for Anthro 104: Cultural Anthropology and Human Diversity, a class that delves into US ethnic studies from an anthropological standpoint.

City of Coon Rapids, Coon Rapids, MN *Community Development/City Management Intern*

MAY 2019 - AUGUST 2019

Conducts research and analysis on community and economic development related issues and projects, including the City's Comprehensive Plan and Metropolitan Council affordable housing production survey.

Dept. of Planning and Landscape Arch., Madison, WI *Project Assistant*

AUGUST 2018 - MAY 2019

Support efforts to implement the MS URPL strategic plan. Focus on recruitment, marketing communications, campus relations, assessment strategies, and developing and strengthening connections between students, planning partners and professionals.

EDUCATION

University of Wisconsin, Madison, WI *MS Urban and Regional Planning*

JANUARY 2018 - DECEMBER 2019

- Concentration in Sustainability and Equity Planning
- Certificate in Business, Environment, and Social Responsibility
- Alumni Liaison for Wisconsin Student Planning Association
- Member of Climate Committee in Dept of PLA

University of Arizona, Tucson, AZ *BS Urban and Regional Development*

AUGUST 2014 - DECEMBER 2017

- Minor in Sustainable Built Environments
- Committee Chair for Energy and Climate Committee

19017 E Linfield St.
Glendora, CA 91740
(626) 422-7564
dcbesinaiz@gmail.com

SKILLS

AutoCAD, Trimble
SketchUp, ESRI ArcMap,
Adobe Suite, Google Earth
Pro, Microsoft Office,
Customer service, Windows
and Mac

ACCOMPLISHMENTS

**2019 - Midwest Student
Rep. for APA Latinos and
Planning Division**

**2019 - Planetizen Guide
Student Essay Award
Finalist**

2017 - Dean's List

**2014 - Arizona Excellence
Award**

AFFILIATIONS

2019 - Climate Reality
Leadership Corps

2018 - American Planning
Association

Education

University of Florida | August 2018
Master of Urban Planning

Pune University | May 2014
Bachelor's in Civil Engineering

Experience

The Weiler Engineering Corporation

Planner | March 2019- Present | Punta Gorda, FL

- Prepare application packet planning and zoning projects
- Assist with background research for a project site and analyze local regulations for development
- Perform traffic impact analysis/ summary for small projects
- Assist with presentation for local board in support of proposed zoning request
- Interpret and apply local regulations and policies that guide development to prepare project reports
- Coordinate planning activities with other staff and departments, boards, agencies, and other entities
- Require acting as lead worker on a team comprised of planning staff members
- Provide guidance to CAD technicians for site plan preparation
- Create project specific maps including location maps, zoning, and future land use maps using ArcGIS
- Serve as a consultant at Town of Fort Myers Beach and provide planning/ zoning services

Lee County

Long Range Planner | November 2018 – March 2019 | Fort Myers, FL

- Assist with research, analysis, and data compilation for Comprehensive Plan provisions
- Prepare staff report for Comprehensive Plan amendment cases
- Assist with interactive community meetings for 'community areas' as a part of visioning process
- Co-ordinate with community planning area board to discuss real world challenges and solutions
- Attend local community meetings and write brief reports
- Review rezoning and special exception cases for Comprehensive Plan consistency
- Assist residents, developers, and contractors with Comprehensive Plan policies for development projects in informal meetings
- Use Arc GIS to create planning (future land use) maps
- Resolve issues related to Microsoft suit including word, power point presentation for superiors and subordinates

City of Clearwater

Long Range Planning Intern | May 2018 - August 2018 | Clearwater, FL

- Conduct research studies to integrate data for Comprehensive Plan provisions
- Prepare a report/ memo for meetings and public outreach program
- Assist with complete street project
- Analyze request for annexation and rezoning with appropriate software to track workflow
- Create concept design for sign standards using SketchUp and AutoCAD

Balaji Build Con.

Junior Engineer-Project Engineer | June 2014 - November 2015 | Nashik, India

- Prepare estimation data and weekly reports for active projects
- Plan interpretation and coordination with superiors and staff
- Meeting with local agencies for development permit
- Site visit and supervise daily improvements
- Track inventory and manage budget

Ashoka Build Con. Ltd.

Graduate Summer Research Intern | April 2013 – Sept 2013 | Vilholi, India

- Assist with key government projects involving roadway designs improvements and solutions easing traffic congestion
- Assist with test on bituminous for R&D

Projects

Consultant at Town of Fort Myers Beach

- Provide planning and zoning services including site plan review, permit review, planning and zoning case review, ordinance preparation and resolution, inspections
- Process applications for special exceptions, variances, plan and map amendments, and zoning verification letter
- Prepare and present staff report for public hearings to the local boards
- Research and analyze information to make recommendations that enable staff and elected officials to make appropriate decisions regarding applications and planning activities
- Inter-departmental coordination with Utility, Stormwater, Public Works, Environmental, Flood department
- Resolve complaints on land use regulations and issues and provide exceptional customer assistance to engineers, contractors, other County departments and public
- Develop, review, and make recommendations on future development plans for conformance with state and local regulations
- Represent the Town at MPO meeting
- Serve as consultant representative to boards and other official agencies

Land Development Code Amendment for Town Fort Myers Beach

- Assist with finding insufficiency/ glitch within existing Land Development Code (LDC).
- Attend a joint meeting with local agency members and council members for discussion and direction.
- Rewrite insufficient provisions of LDC to resolve the real-world issues.
- Prepare ordinance for local government.

Sarasota Repetitive Loss Area Analysis

- Prepare repetitive loss analysis report for Repetitive Loss Areas (RLA)
- Use ArcGIS to prepare topo, flood, and stormwater maps
- Use Microsoft Excel to analyze and calculate data for total of 79 RLA
- Meeting and brainstorming with county officials and sub-contractor throughout the process

Complete street

- Meet with city officials and consultant to discuss agenda and timeline of events
- Assist with interview of stakeholder and leaders of communities to gather data
- Assist with organizing public outreach meeting for awareness and understanding needs of residents
- Assist with data gathering using interactive survey technique

Long Range Transportation Plan and Bisset Park

- Data mining and data analysis for socioeconomic, biodiversity, conservation/ preserve, demography, floodplain etc
- Create maps to present the geographic data
- Perform duties of a GIS technician

Skills

Software: ArcGIS; MS Office Suite; AutoCAD; SketchUp; Adobe Photoshop; Paint.net

Kadair Delano Brissett

kadairbrissett@gmail.com
(954) 471-1266

EDUCATION

University of Florida – *Master of Urban and Regional Planning*

President of the Student Planning Association

Relevant Coursework: Transportation Planning and Policy, Environmental Land Use Planning, International Development Planning, & Proposal Development for Competitive Grants

Florida Atlantic University – *Bachelor of Urban and Regional Planning*

German Minor

Graduated cum laude, August 2017

Relevant Coursework: Planning Design Studio, Visual Planning Technologies, Capital Facilities Planning, & Site Planning

SKILLS

- **ESRI ArcGIS:** Assembles data driven maps and suitability models
- **Adobe Illustrator:** Creates diagrams and cartograms in an aesthetically pleasing technique
- **Adobe InDesign:** Publishes documents in legible formats
- **Trimble Sketchup:** Generates models at various scales of detail
- **Graphisoft ArchiCAD:** Drafts site plans in Building Information Modeling (BIM) software
- **Microsoft Office Suite:** Proficiency in Word, Excel, PowerPoint, and Outlook

EXPERIENCE

KCI Technologies, Inc. – Planning Intern

May 2019 – Present

- Worked on Comprehensive Plan updates
- Contributed to CRA (Community Redevelopment Agency) Plans and neighborhood plans
- Conducted Historic Preservation field work and subsequent master site forms
- Assisted in development plan review and staff reports for public meetings for various clients

Mummaw and Associates, Inc. – Urban Planning Intern

December 2016 – August 2018

- Drafted site plans for clients in engineering scale that met local codes
- Coordinated development effort between Developers, Architects, Engineers, Various Consultants, Attorneys, and Municipalities
- Team member on high-end Commercial, Multi-Family Residential, and Mixed-Use projects in South Florida

18800 NE 29th Ave
Aventura, FL 33180

Anne-Christine Carrié

(954) 204-5452
AnneChristineCarrie@gmail.com

OBJECTIVE

Veteran municipal Planner seeking diversity and growth in the Planning field.

EXPERIENCE

Planner— KEITH & Associates

September 2019- Present

- Managed the creation and delivery of narratives, plans and application packages for commercial and residential developments.
- Prepared justification statements for rezoning requests, variance requests, delegation requests and Special Exceptions.
- Processed entitlement applications from submittal to final hearing in cities throughout Broward and Palm Beach Counties.
- Managed teams of up to 10 different disciplines from separate companies to ensure the quality and timely delivery of submittal packages.
- Completed due diligence reports for development projects for cities in Dade, Broward, Palm Beach and Hillsborough County.

Planner II— City of Miami, FL

December 2017- August 2019

- Made Planning recommendations to the City Commission and the Planning and Zoning Appeals Board.
- Served on the Plat and Street Committee on behalf of the Planning Department.
- Prepared legislation and staff analyses for rezoning requests, street closures, development agreements, Exceptions and text amendments to the Miami 21 zoning ordinance.
- Worked with developers, architects, and attorneys in shaping landscape and architectural designs to conform to Miami 21 and the City Code of Ordinances.
- Created graphic representations and maps of development patterns for use by the public and policy makers.
- Monitored public outreach efforts with communities on behalf of the City.

City Planner— City of Dania Beach, FL

August 2015- December 2017

- Prepared staff recommendations to the City Commission for site plans, rezonings, variances, text amendments et al.
- Trained department personnel on operating software such including ArcMap.
- Reviewed large scale development plans and resolutions for building permit issuance.
- Conducted site visits of proposed development projects.
- Served as principal cartographer for all departments.
- Illustrated new zoning regulations in map form for adoption in the Code and kept the City's Zoning Map current.
- Conducted research, generated maps, and wrote supporting narrative for grant applications.
- Interpreted the Land Development Code and zoning designations for residents and business owners.
- Collected and mapped GIS data for potential development sites, public hearing notices, text amendments and grant applications.

Community Development Intern — City of North Lauderdale, FL

February 2015- March 2015

- Assisted with code research for the implementation of a new zoning ordinance.
- Processed permit applications for the Building Department.
- Helped organize a Complete Streets Workshop with civilians, commissioners, the MPO and consultants.

Development Services Intern — City of Boynton Beach, FL

August 2014- October 2014

- Created the City's Built Environment Inventory by means of field studies, photographs and location maps.
- Mapped local businesses to market Boynton as an industry cluster for development purposes.
- Assisted with Housing Grant applications.
- Generated the list of residential parcels that are not owner-occupied for tax rate adjustments.
- Researched federal sources and grants that would fund local business development efforts of local businesses.

Graduate Fellow — FAU School of Urban and Regional Planning

January 2013- December 2013

- Assisted researchers in measuring the impacts of social networking, immigration policies and relief efforts.
- Collected first-hand data by means of interviews with first response teams, displaced victims and community organizations.
- Used UCINET and Excel matrices to identify networking patterns.

Project Assistant — U.S. Department of State

May 2008 - June 2009

- Participated in the redevelopment efforts of a gang-infested slum (Cite Soleil, Haiti).
- Prepared grants and the evaluation schedules for infrastructure projects that were carried out using local labor.
- Managed all marketing and correspondence activities for the department.

EDUCATION & SKILLS

Master of Urban and Regional Planning
Florida Atlantic University

(May 2015)

• ArcMap & GIS • Bluebeam • Project Dux • Fluent in French
• Sketchup • InDesign • MS Office & Creole

Bachelor of Business Administration
Florida International University

(December 2012)

BRIAN CONNER

PROFESSIONAL SKILLS



- Team Leadership
- Project Management
- Conflict Resolution
- Adaptability
- Self-Motivation
- Communication

EDUCATION



Master of City and Regional Planning

Clemson University, Clemson SC — May, 2020



Bachelor of Science, Marketing

North Greenville University, Tigerville SC — 2014

MOST RELEVANT WORK EXPERIENCE

Transportation Planning Intern, Toole Design Group Spartanburg, SC — 2019 - 2020

- Utilized GIS daily to conduct analysis and communicate implementation strategies for clients
- Created graphics, public meeting boards, logos, reports, and more for bicycle and pedestrian plans

B2B Sales Representative, Staples Comm. Division Greenville, SC — 2015 - 2016

- Met with CFOs, Controllers, and CEOs to find solutions for medium to large sized businesses.
- Used exceptional communication skills to discover needs and facilitate solutions in an effective manner.

ECO Intern, Greenville Area Development Corporation Greenville, SC — 2020 - Present

- Spearheads marketing efforts through softwares including Hootsuite and Google Analytics tracking
- Shadows economic development project managers on a variety of new and existing industry projects

President, Planning Student Organization of Clemson Clemson, SC — 2019 - Present

Executive Committee Member, SC Chapter of American Planning Association, Clemson, SC — 2019 - Present

Soccer Coach, Northwest Middle School / Blue Ridge Christian Academy, Travelers Rest, SC — 2013 - 2017

WHO I AM

I am a positive, hard-working, team-oriented individual. My number one passion is people. I thrive in environments that encourage creative thinking, brainstorming, and problem-solving. Bringing people together, collaborating, and leading groups of people are some of my core strengths.

HOBBIES



CONTACT ME

864.436.1437

brconne@g.clemson.edu

[linkedin.com/in/brconner](https://www.linkedin.com/in/brconner)

Liam Devine

Davie, FL | (954)-551-5846 | liam.devine@yahoo.com

OBJECTIVE

To obtain a permanent position in the field of Planning and Zoning, where I can further gain experience, develop skills, and build connections within a local government.

EDUCATION

Florida Atlantic University, Boca Raton, FL.
Construction Management Certification

December 2018

Florida Atlantic University, Boca Raton, FL
Bachelor of Arts: Urban and Regional Planning
Other Activities: APA Florida Chapter; APA Broward Chapter,
Planning Society at Florida Atlantic University

May 2018

WORK EXPERIENCE

City of Hallandale Beach, Hallandale, FL
Transportation and Planning Intern

March 2019- April 2020

- Provide information, guidance, and advice to the public in response to inquiries regarding land use, zoning, platting, development applications and other planning matters.
- Assist with clerical and administrative needs, including record management, calendar, meeting organization, and coordinate special events.
- Assist in the development and implementation of various programs such as the City's 5-year Capital Improvement Plan and others as directed.
- Assist with the expansion of the Community Bus Program.
- Assist with transit planning, public outreach, and engagement.
- Support with multimodal project planning, including complete street projects.

Broward County School Board, Broward County.
Substitute Teacher

August 2018 – February 2019

- Adhere to the curriculum and lesson plans assigned by the teacher or assign an appropriate curriculum.
- Provide classroom instruction to students as outlined in lesson plans.
- Maintain established routine of the school and classroom procedures.

Ontivero Law and Title, P.A., Plantation, FL.
Intern

January 2018 – June 2018

- Coordinate property transactions dealing with the acquisitions and development of residential real estate.
- Assist in planning and marketing responsibilities, and proactively carry out administrative tasks and office duties.

West Broward Gymnastics Academy, Davie, FL
Gymnastics Instructor

June 2010- February 2019

- Create and develop new curriculum with the assistance of other Coaches.
- Plan and direct day-to-day operations of the gymnastics program while staying within existing time constraints.
- Liaise with parents on behalf of the gym to discuss parent and athlete concerns and promote the message of West Broward Gymnastics Academy.

VOLUNTEER

The Jason Taylor Foundation
Camp Katina: Cartwheels to Character

August 2010 - Present

- Promote the empowerment of young women focusing on improving their health, education, and quality of life.

RELEVANT SKILLS

Microsoft Office (Excel, PowerPoint, Word), SketchUp and, OSHA 30-Hour Construction Industry

Liam Devine's References

Luis Fontanills, Zoning Technician

Zoning Technician at The City of Hallandale Beach
(954)-702-3942
lfontanills@COHB.org

Vanessa Leroy, AICP, Development Services Director

Development Services Director at The City of Hallandale Beach
(305)-720-0180
vleroy@COHB.org

Igor Colmenares, Transportation Planning

Mobility and Transportation Planner at The City of Hallandale Beach
(305)-450-1404
icolmenares@COHB.org

Silvana Hude

Owner of West Broward Gymnastics Academy
(954)-401-4876
silvana@wbgymnastics.com

Mitchell Alan Graham

Cell: 517-749-2582, Birthday: 4-6-1983

mitchgraham81@gmail.com

Experience:**Miami-Dade County Fire Rescue Doral, FL**

Office of Emergency Management

Emergency Management Planner

August 2019 – June 2020 (full time)

- Develop and maintain the Miami-Dade County Local Mitigation Strategy (LMS) to include: Part 1 – the Strategy, Part 2 – the Projects, Part 3 – Funding, Part 4 – Appendices, Part 5 – Meeting Notes, Part 6 – Completed Projects, and Part 7 – Flooding: the NFIP (National Flood Insurance Program) and CRS (Community Rating System); arrange / conduct the LMS Quarterly meetings with the LMS Working Group; arrange / conduct the LMS Steering Committee meetings; provide support letters for LMS projects as requested by county municipalities; answer various questions from communities and provide follow up technical assistance; report on the status of local mitigation planning efforts; and submit the final LMS to the State of Florida, who then sends the plan to FEMA for review and approval under the Disaster Mitigation Act of 2000 to ensure eligibility for the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance Program (FMAP), and Pre-Disaster Mitigation Program (PDMP) grants.
- Develop and maintain the Miami-Dade County Debris Management Plan.
- Develop and maintain the Miami-Dade County Debris Management Operations Guide.
- Develop and maintain the Miami-Dade County Drawbridge Operations Guide.
- Develop and maintain the EOC Infrastructure Branch Guide.
- Develop and maintain the Emergency Support Function (ESF 1) – Transportation.
- Develop and maintain the Emergency Support Function (ESF 3) – Public Works.
- Participate, as needed, in disaster response and recovery activities primarily as the Infrastructure Branch Director and provide support to the Office of Emergency Management during activation of the Emergency Operations Center (EOC) for disaster or emergency drills, exercises, and actual events.

Michigan Department of State Police Lansing, MI

Emergency Management and Homeland Security Division

Planning and Program Development Section, State Support Unit Hazard Mitigation Planning Analyst

September 2008 - August 2019 (full time)

- Assisted communities in the development of local hazard mitigation plans to include: the development of local hazard mitigation planning guidance as a review tool; arranged / conducted meetings and/or workshops with regional planners, and government and private sector officials; answered various questions from communities and provided follow up technical assistance; collected data and developed or assisted in developing, portions of local mitigation plans; reviewed and commented on the draft of hazard mitigation plans; monitored the status of federal plan reviews; reported on the status of local mitigation planning efforts; and submitted final local plans to FEMA for review and approval under the Disaster Mitigation Act of 2000 to ensure eligibility for the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance Program (FMAP), and Pre-Disaster Mitigation Program (PDMP) grants.
- Assisted in activities associated with the revision of the Michigan Hazard Mitigation Plan (MHMP).
- Assisted the State Support Unit Manager in developing and maintaining the Michigan Emergency Management Plan (MEMP).
- Assisted in activities associated with developing and maintaining the Michigan Hazard Analysis.
- Assisted the State Support Unit Manager in developing and maintaining the Michigan Continuity of Government Plan, the Michigan Disaster Donations Management Plan, the Michigan Disaster Logistics Management Plan, the Michigan Disaster Debris Management Plan, and other key plans/procedures in support of the Michigan Emergency Management Plan.
- Served as a division liaison to disaster related agencies and organizations.
- Participated, as needed, in disaster response and recovery activities and provided support to the division during activation of the State Emergency Operations Center (SEOC) for disaster or emergency drills, exercises, and actual events.

Meijer- #194 Charlotte, MI; #22 Kalamazoo, MI; #24 Lansing, MI; and #210 Grand Ledge, MI
Grocery/Frozen/Dairy Stock Clerk

June 2001 - September 2008 (part time)

- Efficiently stocked/organized shelves, air screens, freezers, L-carts, M-carts, and back stock.
- Provided great customer service/reliability, answered phone calls and wrote rain check/substitutions.
- Searched/scanned for product outdates and damages to markdown/throwaway.
- Hi-low license trained and provided training for new employees.
- Worked in the bottle return room when needed.

Michigan Department of Transportation Lansing, MI

Comprehensive Traffic Study Analyst

May 2005 - August 2005 (part time)

- Conducted traffic studies including: intersection studies, turning movements, gaps, delays, pedestrian counts, volume counts, vehicle classification, etc.
- Conducted various types of travel surveys of citizens.
- Conducted the collection of origin and destination travel data from citizens throughout MI.
- Conducted facility user studies as well as other modal surveys.
- Stayed overnight in hotels throughout the state of MI on a weekly basis.

Education:

Masters of Science Degree, Construction Management - Graduated August 2009

Eastern Michigan University, Ypsilanti/Livonia, MI

- 3.67 GPA for EMU graduate level courses (30 credits completed).
- GPA for Construction Management undergraduate prerequisite conditional skills requirement courses from 2007-2008 was 3.6 @ Eastern Michigan University and 3.75 @ Michigan State University (I only took 2 MSU prerequisite courses though).

Bachelors of Science Degree, Urban and Regional Planning - Graduated December 2006

Michigan State University, East Lansing, MI

- 3.3 GPA within major courses and graduated above 3.0 GPA overall.
- Member of MSU's Cross Country Program in 2004.

Western Michigan University, Kalamazoo, MI

- Attended from 2002-2004 majoring in Civil Engineering and a member of WMU's Cross Country/Track program 2002-2004 before transferring to MSU upon the program's elimination.

Graduated from Charlotte High School, Charlotte, MI in 2002

Professional Designations and/or Certifications:

- Michigan Professional Emergency Manager (PEM) from 2011 to 2019.

Other Notable Information:

- Member of Eastern Michigan University's Construction Management Constructors Club from 2007-2008.
- Member of Michigan State's Urban and Regional Planning Student Association from 2004-2006.
- Participate in various community service organizations including the United Way, Salvation Army, Habitat for Humanity, etc.
- Member of the Project Management Institution (PMI) from 2008-2010.
- Complete FEMA Independent Study Courses online for Florida Professional Emergency Management (FPEM).
- Competed in Track/Cross Country 7 years. (At Charlotte High School Cross Country and Track from 1998-2002; Western Michigan University Cross Country and Indoor/Outdoor Track teams from 2002-2004; and competed for the Michigan State University Cross Country team in 2004.)

Tyler Graham

Thinker. Innovator. **Leader.** | tyler.graham@outlook.com | (301)524-3768

Education and Skills

Hood College, Frederick, MD: Bachelor of Arts in Political Science with minor in Web Design and Certificate of Advanced French Proficiency, completed May 2018

University of California, Davis (online): Fundamentals of GIS course, will be completed May 2020

Languages: English (native language), French (advanced proficiency)

Skills: Policy analysis, report writing, general writing, editing, proofreading, graphic design, social media, research, event planning, government relations, public speaking, customer service, time management, team leadership, team building, mediation and conflict resolution, HTML5, CSS, Wordpress, Bootstrap, GIS, Microsoft Office, Adobe Creative suite, General Transit Feed Specification (GTFS) and Linux

Work Experience

Regional Transportation Planner, Barren River Area Development District

Bowling Green, KY (July 2019-present)

- Coordinated transportation planning efforts and provided technical assistance to ten counties and twenty-five cities in south-central Kentucky.
- Partnered with the Kentucky Transportation Cabinet, completing socioeconomic studies, gathering data on major traffic generators, and compiling and reviewing transportation asset inventories.
- Served as a member of the Bowling Green – Warren County Metropolitan Planning Organization (MPO)'s Technical Advisory Council, in addition to other regional boards.
- Rebooted and coordinated the area's Regional Transportation Committee, comprised of elected officials, the Kentucky Transportation Cabinet, and other stakeholders. Secured guest speakers, organized activities, and notified the press for every quarterly meeting.
- Completed applications for competitive and formula grants, including FTA Section 5300-level federal grants administered through the Kentucky Transportation Cabinet Office of Transportation Delivery. Advised local governments on grant applications before submitting.
- Provided technical assistance to area public transportation providers, including creating new system maps for passengers and the creation of General Transit Feed Specification (GTFS) feeds for use with Google Maps.
- Created and maintained a regional inventory of transit vehicles purchased with FTA funds.
- Created the first written Bicycle and Pedestrian Plans for the cities of Auburn and Adairville.
- Assisted in administration of Transportation Alternatives Program (TAP) grants, including submitting reimbursement requests to the State and coordinating communication between the City of Woodburn and project engineers.
- Created a Wordpress-based website in partnership with the Regional Transportation Committee to be used by the public as a regional online center for information on transportation projects and disruptions.
- Spoke at the Infraday Southeast conference in Atlanta, GA in February 2020 on the impact of Kentucky's Area Development Districts on the transportation planning process to a crowd of roughly 300.
- Attended numerous conferences and training events, including the ACEC-KY/KYTC/FHWA Partnering Conference, the Kentucky League of Cities Conference, the Governor's Local Issues Conference, the Kentuckians for Better Transportation Conference, and the aforementioned Infraday Southeast.

Campaign Manager, Jon Heavey for Governor

Cleveland, OH (May 2018 – November 2018)

- Directed independent statewide gubernatorial campaign
- Web design, marketing, social media marketing, video production/editing, graphic design, and working with relevant government agencies (such as the Board of Elections and Ohio Secretary of State).
- Helped lead transition into a new political organization after the conclusion of the campaign

Head Resident Assistant, Hood College

Frederick, MD (August 2015 – May 2018)

- Supervised groups of upperclassman residents across campus
- Resolved conflicts and addressed resident concerns
- Created programming for on-campus residents while staying within a budget
- Responsible for the security of the building, enforcing college policy, and responding to emergencies as they arose; wrote reports after confronting those situations

Intern, Office of Congressman John Delaney

Hagerstown, MD (September 2017 – November 2017)

- Fielded calls from constituents, federal agencies, and community organizations
- Processed and assisted with casework, using Intranet Quorum software
- Wrote Congressional certificates, e-mails, and letters to constituents and organizations, and other communications as assigned.

Mayoral Assistant, Town of Mount Airy

Mount Airy, MD (August 2013 – May 2014)

- Directly assisted the Mayor in completing executive tasks for the Town and its government
- Delivered speeches with or in lieu of the Mayor to Town residents
- Worked with the Community Development Department, creating programs for the Town, social media outreach, and writing about transportation and development projects
- Appointed to the Community Center Task Force to study the feasibility of the creation of a town community center for youth

Awards and Recognition**National Association of Development Organizations Excellence in Regional Transportation Award**

Work on the creation of a new system map and GTFS feed for the City of Glasgow, Kentucky's transit system nominated by my supervisor for a NADO Excellence in Regional Transportation Award; awaiting results.

Infraday Southeast 2020

Spoke on the impact of Kentucky's Area Development Districts on the transportation planning process to a crowd of roughly 300.

The Dr. H. P. and M. P. Laughlin Award

Annual award given to a graduating senior student who has "made outstanding contributions to Hood College".

Congressman Chris Van Hollen Public Service Award

Awarded to a graduating high school student for displays of outstanding public service and civic involvement.

Thank you for your time and consideration! References are available upon request.

RICHARD HATHCOCK

rhathcock0912@gmail.com | 1030 Huntcliff NE, Atlanta, GA 30350 | 828.493.4631

Work Experience

Clark Patterson Lee | City of Dunwoody, GA

Senior Planner

- Conducting and coordinating review of land development applications
- Adminstrating and updating zoning codes
- Updating and drafting of small area plans
- Overseeing preparation of all meeting material for the Planning Commission, Zoning Board of Appeals, and City Council

Community Development and Regulatory Affairs | City of South Fulton, GA

Senior Planner

- Conducted plan review for compliance with zoning laws
- Lead efforts on multiple grant applications for State and Federal funds
- Managed petitions for rezonings, modifications of zoning, use permits, and variances
- Initiated long-range planning efforts with non-profits and regional organizations
- Delivered written and oral presentations to boards and community groups

D.R Horton | Atlanta, GA

Assistant Land Development Projects Manager

- Created, reviewed, and maintained documents and reports on property due diligence
- Reviewed state and local policies and ordinances to develop technical reports
- Managed variance and rezoning processes with local jurisdictions
- Maintained \$1M+ budgets, pro forma, and development schedules
- Served as liaison between the land development team and governmental entities

Department of Planning and Zoning | Horry County, SC

Senior Planner

- Drafted the Parks and Open Space chapter of the Land Use Plan
- Secured grants for parks and open space projects for active and passive recreational opportunities
- Managed plat reviews, floodplain management, and beach management/nourishment projects
- Served as liaison to the Parks and Open Space Board and Keep Horry County Beautiful
- Prepared written and oral presentations to boards, community groups, and private organizations

Department of Planning and Inspections | Town of Sunset Beach, NC

GIS Planner/CAMA LPO

- Built and maintained a GIS system to supplement planning strategies
- Conducted plan review for compliance with local, state, and federal regulations
- Administrated and updated land use policies
- Oversaw the floodplain management program and facilitated a successful FEMA audit

Department of Planning and Zoning | City of Wichita Falls, TX

Planning Technician

- Maintained geodatabase to keep city parcel, zoning, and other digital maps current
- Assisted with plat reviews of residential and commercial projects
- Conducted the annual Apartment Vacancy Survey that consisted of over 300 apartment complexes
- Integrated GIS into planning projects for enhanced analysis and understanding

Education

University of Texas, Arlington

2016 – 2018

Masters of Public Administration

- Certificate in Urban Nonprofit Management

University of North Carolina, Charlotte

2011 – 2014

Bachelor of Science in Geography

- Concentration in Economic Geography & Urban and Regional Planning

Maher Mansour
Lake Park, FL
maher.mansour@gmail.com
www.linkedin.com/in/maher-mansour
561-207-0647

June 9, 2020

Mr. Todd Larson
Public Works Director
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Re. Town Planner Position

Dear Mr. Larson

I am excited to apply for the position of Town Planner at the Town of Pembroke Park, FL. After reviewing the job description, I consider myself fully qualified to effectively carry out the various duties and tasks associated with the role. I am positive that I have the necessary academic background and versatile skill set to exceed your expectations.

As a member of the American Institute of Certified Planners (AICP) and a LEED Accredited Professional in Neighborhood Development (LEED AP ND), I am highly proficient in comprehensive planning, zoning, community development, code compliance and private-public relations. I am also a passionate adherent to excellence in urban realm planning and design as they relate to diversity and connectivity within communities and neighborhoods. Over the course of my 30 years' career in planning, architecture and construction, I have developed an aptitude with direct relevance to the Town Planner position you are hiring for including stakeholders' involvement and outreach, public and professional presentations, project management, data analysis and problem solving. I am equally comfortable as a leader and a team player and strongly believe that each of these skills is a prerequisite for the other. Additionally, as I find myself learning something new every day, I am cognizant of the fact that the pursuit of knowledge is an endless endeavor. Working for the School District of Palm Beach County as a Planning and Land Development Specialist over the last few years has given me insider familiarity with intergovernmental relations and Florida's Land Development Regulations. Moreover, I have been representing the School District at the Palm Beach County TPA's Technical Advisory Committee (TAC) for the last three years. I invite you to review the attached resume which details my long and rich work experience.

Throughout my career, I have prided myself on being an open-minded professional who thrives in diverse workplace environments and as thus I treat colleagues and customers with courtesy and respect. Should you agree that I am the competent and ethical candidate you are looking for, I will be ready to further elaborate on how my expert dexterity will benefit the Town of Pembroke Park. You are welcome to contact me at 561-207-0647 or via email at maher.mansour@gmail.com to arrange for an interview. Furthermore, my references are readily available upon your request.

Thank you for your consideration, and I look forward to hearing from you.

Respectfully yours,



Maher Mansour, AICP, LEED AP ND

Maher Mansour

Lake Park, FL
(561) 207-0647
maher.mansour@gmail.com
www.linkedin.com/in/maher-mansour

PROFESSIONAL SUMMARY

AICP Certified Planner and LEED Accredited Professional in Neighborhood Development with +30 years of diverse experience as a supervisor, project manager and consultant. Highly proficient in community development, site and comprehensive planning, urban design, intergovernmental and private-public relations, complete streets, connectivity, historic preservation, form-based zoning and CAD. A Multi-discipline planner with a career that also encompasses property management along with residential, commercial and marine construction.

WORK EXPERIENCE

School District of Palm Beach County, FL - *Planning & Land Development Specialist*

FEBRUARY 2017 – JUNE 2020

- Evaluated, recommended and coordinated long and short-term facility needs and the acquisition, disposition and exchange of School District property
- Prepared Interlocal Agreements and contracts for mutual use and leasing transactions
- Managed Polling Place Agreements between the County Supervisor of elections, the municipalities and over 180 schools in the District through overhauling a paper-based system to an electronic filing/signature format
- Provided reports related to residential development, student population and school capacity
- Coordinated with County, local governments and special districts on District facility infrastructure needs.
- Prepared, interpreted and read site plans for schools, additions, traffic improvements and parking
- Implemented the terms of contracts including performing due diligence reviews
- Reorganized and standardized the electronic file structure of the Department's network drive
- Wrote, edited and updated the Department's procedures
- Presented information to appropriate parties both internal and external (e.g., School Board, Budget/Finance Committees, other governmental agencies, etc.)
- Represented the Planning & Intergovernmental Relations Department at selection committees for architectural services and construction manager at risk and public hearings
- Represented the School District at Palm Beach County Transportation Planning Agency (TPA) Technical Advisory Committee (TAC) and at Palm Tran Route Performance Maximization (RPM) Steering Committee

City of Tartous- *Planning & Architectural Consultant*

2000 - 2016 (On Continuing Contract)

- Contributed directly to the task of integrating the City's Master Plan with the Coastal Regional Planning Initiative
- Provided technical expertise in the preparation of feasibility studies and reports
- Performed economic impact analysis of proposed zoning and land use regulations
- Trained municipal engineers and architects in CAD use and implementation
- Served on Planning and Architectural Committees

Mansour Architect, Tartous - Managing Director

1986 - 2016 Private Planning-Architecture Practice

- Represented international corporations and NGOs as consultant for urban rehabilitation and historic preservation projects, industrial construction and marine operations
- Conducted subdivision platting of property, including provisions for easements, roads, parks and schools
- Designed, supervised, and constructed residential and commercial projects, including single-family homes, high-rise apartment buildings, schools, hotels and hospitals
- Reviewed architectural and site plans for compliance with building codes and zoning regulations
- Performed 3D modelling and rendering
- Managed construction (CM) of residential, commercial, industrial, medical, and hospitality buildings and facilities - including FF&E, MEP installations; and structural and civil work

Municipal Administration Modernization (MAM), Tartous - Planning Consultant

2007 - 2010 (Under Contract: A European Council Grant Program)

- Supervised a technical team of 6 municipal engineers, architects and planners in charge of a 494 acres (200 hectares) Community Development project optimized for walkability, connectivity and multimodal transportation
- Contributed to urban design plans for neighborhood development projects
- Collected and analyzed data of current transportation, social and economic conditions
- Assessed infrastructure needs such as drainage, water and sewer
- Performed Environmental Impact Assessments

I. Barbon, Inchcape Shipping Service -, Tartous - Operations Manager

2005 - 2010 Joint Venture Startup

- Integrated a branch office within Inchcape's global network of 286 offices
- Supervised 23 staff and implemented Standard Operating Procedures and compliance training
- Managed assets budgeting, requisition and strategic planning
- Oversaw commercial cargo vessel calls and oil tankers operations in three ports
- Participated in and contributed to international seminars and workshops related to business management, shipping, maritime operations and ISO compliance
- Performed market research and acquisition for general cargo and forwarding; and mediated between international clients, brokers, suppliers and buyers

Garbuio S.p.A., Treviso - Site Manager & Logistics Supervisor

2000 - 2005 Tobacco Redrying Station and Threshing Line

- Supervised 30 staff/crew in the civil construction of a 120,000 ft² plant, along with the mechanical installation of onsite power generation, steam, pneumatic and MEP
- Budgeted, monitored, and authorized payments to subcontractors and local vendors
- Managed logistics for company personnel travel and accommodation; and delivery of machinery, tools, equipment and spare parts from the seaport to the site (over 320 crates & containers)
- Oversaw the call-back, one-year warranty fulfillment after project completion

Spanish Cities of Alicante & Palma de Mallorca - Planning Consultant

2000 - 2003 (Under Contract: Grant for the Restoration & Rehabilitation of the Old City of Tartous)

- Supervised grant funding and authorized expenditures paid to contractors and vendors
- Participated in the architectural restoration and the historic preservation and rehabilitation plan; and the implementation of a pilot project by rebuilding, retrofitting and upgrading the affected residential units
- Conducted cadastral surveying; 3D modeling and rendering; and demographic data collection, analysis and projections

Maher Mansour 2

- Contributed to the publication of a bilingual book on the project
- Assisted in implementing a public outreach program for residents, workers, developers and various appointed and elected public officials

Tayara for Construction & Contracting, Tartous & Tripoli - CAD Manager

1997 - 2000

- Digitized the maps of the Tartous and Tripoli Ports
- Managed complete GPS surveying, sounding and mapping of the basin, breakwaters and piers
- Delivered detailed depth section drawings and quantity analysis (for dredging and cleaning)

A R Mansour Marine Contractors, Tartous - Project Manager

1990 - 1992 Port of Tartous Slipway Project (Patent Slip 1,200MT)

- Supervised 28 crew: technicians, divers, operators and mechanics
- Supervised the underwater construction, dredging and leveling of the sea bed
- Administered the construction of a 400 ft. pier with +400 concrete blocks
- Handled the piloting, operating, and maintaining of boats, floating cranes and tugs
- Maintained heavy-duty trucks, earthmoving and marine equipment

EDUCATION

University of Southwestern Louisiana

- Bachelor of Arts in City & Regional Planning
- Master of Arts in City & Regional Planning (Pi Gamma Mu)

CERTIFICATIONS

- LEED AP Neighborhood Development, Green Business Certification Inc.
- American Institute of Certified Planners (AICP)
- Syrian Order of Engineers, Registered Architect, 1984 - Current
- Palm Beach State College- Certificate Ethics Connection Program
- European Business Center for Studies & Training- Certificate in Documentary Letters of Credit
- Federal Aviation Administration (FAA)- Commercial Pilot (ASEL, AMEL, INSTA), Flight Instructor (INSTA, ASE), Ground Instructor (ADV), Remote Pilot (sUAS) -Current

VOLUNTEER EXPERIENCE

- Tutor: AutoCAD for architecture and engineering students - 15 years
- Mentor: Jusoor, a US 501c3 nonprofit organization helping Syrian youth realize their potential through programs in the fields of education, career development and global community engagement - 8 years

SKILLS

- Tri-lingual: English, Arabic and French
- 2D/3D AutoCAD, QGIS, MS Office, Libreoffice, Photoshop, Adobe Suite, blogging platforms and social media
- Transferable skill set applicable to complex tasks with the ability to teach and to learn new skills and concepts quickly
- Equally comfortable as a leader and a collaborator
- Advanced writing and oral communication skills

Maher Mansour 3



POLK COUNTY
PUBLIC SCHOOLS

BOARD MEMBERS

Lori Cunningham
Board Chair
District 2

Billy Townsend
District 1

Sarah Fortney
District 3

Sara Beth Reynolds
District 4

Kay Fields
District 5

Lynn Wilson
District 6

Lisa Miller
District 7

C. Wesley Bridges, II
General Counsel

ADMINISTRATION

Jacqueline M. Byrd
Superintendent

September 4, 2020

To Whom It May Concern

RE: Maher Mansour

Please let this letter serve as an official recommendation for Mr. Maher Mansour for the position of Town Planner for the Town of Pembroke Park, FL. I have known Mr. Mansour for over 30 years as a friend, colleague and co-worker. He has demonstrated excellence in all capacity.

Maher is always there to help another co-worker with a project or teach them something new. Because of my trust and respect for him, I contact him often for advice in planning and development. He is knowledgeable in all aspects of planning including site plan and development review. He is knowledgeable of the State's Comprehensive Plan regulations and it being the guide for the regulations in the Land Development code. Maher has conducted cost benefit analysis on property using existing land use, Future Land Use designation, comparable costs and other statistical data to prepare reports on land purchase.

Mr. Mansour has represented government entities at community meetings, public hearings and other local government, County and Regional committees such as the Technical Advisory Committee for Multi Modal Transportation in Palm Beach County. His technical ability in GIS, AutoCAD and various software platforms is outstanding and has been used to prepare maps, diagrams and other visuals for reports to public and special agencies. In addition to being a planner, he has worked as a building contractor, engineer and architect and is knowledgeable in these fields. With this knowledge, he can participate in all aspects of development from planning to certificate of occupancy.

Mr. Mansour has over 30 years of direct experience pertaining to the responsibilities of this position. He is a thoughtful supervisor, making sure the work is being done on time and correctly while being considerate with staff. He excels in writing reports and is very comfortable in presenting to elected officials, advisory boards and the public. He works efficiently, multi-tasking and remaining in control of all the responsibilities. Maher demonstrates integrity, commitment, and dedication and works with a passion for Planning and Zoning to shape the City and meet the residents' needs. I highly recommend him for the position as Town Planner for the Town of Pembroke Park, FL. Please do not hesitate to contact me should you need additional information.

Sincerely,

Angela D. Usher, AICP
Assistant Superintendent
Facilities and Operations

STUDENTS FIRST



1915 S. Floral Ave.
Bartow, FL 33830



P.O. Box 391
Bartow, FL 33831



863-534-0500



polkschoolsfl.com

RICK D'ANGELO

1100 Cocklebur Road, Ward AR 72176 | 501-258-4492 | dpe.dangelo@gmail.com

December 24, 2017

Subject; Maher Mansour

To Whom It May Concern,

As Maher Mansour's co-worker and friend for the past thirty-five years, I've benefited from his creative problem-solving, tireless work ethic, and willingness to do whatever it takes to create a better circumstance.

Maher was directly responsible for the training and safety of hundreds of civilian and military flight students. To this day he is respected and revered by many professional pilots flying for the major airlines.

As a colleague, Maher is incredibly generous with his time and expertise, which includes everything from years of management experience to an expert-level knowledge of computer systems. Beyond that, I have to say that his sense of humor and good nature help make difficult times much easier on his co-workers and friends.

I'd be happy to answer any questions you might have about Maher.

Thanks, and best regards,

Rick D'Angelo

A handwritten signature in black ink that reads "Rick D'Angelo". The signature is written in a cursive, flowing style with a large, stylized "R" and "D".

dpe.dangelo@gmail.com

501-258-4492



**THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL**

PLANNING AND INTERGOVERNMENTAL RELATIONS
3661 INTERSTATE PARK RD. N., STE 200
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

KRISTIN K. GARRISON
DIRECTOR

WANDA F. PAUL, M.Ed., MBA
CHIEF OPERATING OFFICER

June 10, 2020

Dear Prospective Employer:

Please accept this correspondence as a letter of reference for Maher Mansour. Mr. Mansour has worked at the School District as a Land Planning Specialist since February 2017 and has worked on a wide variety of projects and assignments.

During his three-year tenure with the School District of Palm Beach County, Maher has proven himself to be highly productive and efficient, with a strong planning skill set. Any project assigned to him has been handled with professionalism, respect, timeliness, and resourcefulness. For example, Maher oversaw the migration of the Supervisor of Elections Polling Place Agreements for our schools from an archaic paper-copy system to an electronic signature process. This significantly modernized the entire experience and greatly reduced the staff and leadership time spent processing the agreements.

His assignments have varied from working with local governments through the site planning process for new or replacement schools and facilitating Interlocal Agreements, including manifold projects such as the Sports Complex being constructed by the Village of Wellington on our Wellington High School property. Other projects he was involved in include assisting with various Lease, License and Easement Agreements.

Please feel free to contact me if you have any questions or if I can provide any further information.

Sincerely,

Kristin K. Garrison, Director
Planning & Intergovernmental Relations

The School District of Palm Beach County, Florida
A Top High-Performing A Rated School District
An Equal Opportunity Education Provider and Employer

Michael A. Meloni III
2902 SE Henry Pl., Stuart, FL, 34997
m.meloni1102@gmail.com
440-476-2876 (Mobile Phone)

Seeking an entry level position in urban planning: office support, collecting data, performing research, assisting in developing a master plan, etc.

Education

- Indian River State College, Fort Pierce, FL, 2009-2013 – Associate in Arts
- University of Miami, Coral Gables, FL, 2013-2017 – Bachelor of Arts
 - Major in Geography with Minors in Urban Studies and Architecture

Awards

- Scholarship Award - Sons of Italy America – Piazza Nuova Lodge
- Knight of the Month – Knights of Columbus – Saint Louis Council – Pinecrest, FL

Work Experience

- City of Miami Gardens - Planning and Zoning Intern - July-August 2016
 - Researched and assisted in updating Comprehensive Master Development Plan
 - Wrote correspondence and responded to emails on behalf of the City of Miami Gardens
 - Visited Miami-Dade County offices and websites to collect data for Zoning and Planning
 - Created Microsoft Excel charts for statistics about locations of assisted living facilities and group homes
 - Assisted in various Geographic Information Systems projects
 - Scheduled council meetings for public participation
 - Researched the quantities and statistics of various building structures for the planning and zoning department
- Catalyst Miami – Intern - February-May 2017
 - Researched effects of climate change on gentrification in Miami-Dade County and composed my findings into an essay for the organization.
- United Parcel Service (UPS) – Seasonal Delivery Assistant – November 2018- January 2019
 - Expanded knowledge of successful and unsuccessful urban planning and urban design principles and concepts riding through and around neighborhoods. Was able to discuss these principles and concepts within the framework of urban planning to emphasize the importance of urban planning decisions in the Southeast Florida Region.
 - Provided courteous customer interaction and service while delivering packages to residences, businesses, medical facilities, and country clubs.
- Stuart Web, Inc. – Post Press Assistant Machine Operator – February 2019 – Present
 - Assist my co-workers in the compiling and/or mailing of community publications featuring articles pertaining to topics related to urban planning by inserting them into stitching, inserting, and/or mailing machines; starting/stopping the machines when necessary; and delivering finished publications to the next machine or loading docks.
 - Occasionally perform custodial duties throughout the workshop to maintain a safe and clean environment for my supervisors, co-workers, and myself.

Skills

- Experience in Geographic Information Systems
- Proficient in Microsoft Office Suite
- Research Design Methods
 - Developing surveys, writing scientific questions, conducting literature reviews

DORALYS MIRALLES

| Miami, FL 33184 | (305) 310-4565 | doralysmiralles@gmail.com

EDUCATION

University of Southern California

Master of Science (MS) in Marketing, Marshall School of Business

- GPA: 3.9; Certificate in Business Entertainment from USC Cinematic Arts, the #1 film program in the country
- Member, Graduate Marketing Organization

May 2017
Los Angeles, CA

Florida International University Honors College

Bachelor of Business Administration (BBA) in Marketing and International Business

- GPA: 3.81; Dean's Honor List; Phi Kappa Phi Honor Society
- Certificate in Marketing Accounting Metrics
- Summer study abroad in Paris, France: "France Art, War, and Human Rights"

December 2014
Miami, FL

EXPERIENCE

Virgin Voyages

VIP Service Coordinator

February 2019 – March 2020
Miami, FL

Virgin Voyages is a start-up cruise line owned and managed by the Virgin Group. As a start-up venture, Virgin Voyages is focused on building its fleet and generating consumer excitement and engagement.

- Conducted competitive research to understand industry standards for VIP experiences and aligned standards with Virgin brand standards. Identified 5 VIP tiers and developed corresponding benefits at each tier, receiving final approval from the Sailor Experience team.
- Provided day-to-day concierge service to 40+ VIP clients, including Virgin brand CEOs and senior leaders. Anticipated needs and fulfilled requests to ensure optimal customer satisfaction.
- Managed back-office operations, including processing refunds and disability accommodation requests. Addressed specific customer inquiries, such as planning receptions and provided requested amenities.
- Coordinated bookings, cancellations, and invoicing for 30+ tour operators.
- Conducted daily reporting of cancellations, holds, and insufficient funds and communicated findings to the Sailor Solutions team.

Ink Global

Media Sales Executive

March 2018 – September 2018
Coral Gables, FL

Managed advertising sales for the United Airlines account, including selling print ads in *Hemispheres Magazine* and commercial ads in *Hemispheres Travel Show*. Closed deals with clients such as Heat Holders®, the Galapagos Conservancy, and the City of St. Louis.

- Collaborated with the CEO of Heat Holders® to develop a customized media campaign for the launch of a new brand of thermal socks. Leveraged data to highlight benefits of the campaign, such as 2.5M+ unique print and video impressions. Implementation of the 3-month campaign drove \$40K in revenue.
- Delivered consistent sales, achieving 8 deals across print and video media, delivering \$125K+ in sales.
- Interfaced between client executives and in-house creative team to ensure successful execution of client vision. Provided feedback and course-correction as needed to satisfy client needs, achieving a 100% satisfaction rate.

World Red Eye

Web Content Editor

January 2018 – March 2018
Miami Beach, FL

Edited and published digital content on the website of a global digital media agency based in Miami Beach, FL.

- Provided copywriting services for 250+ articles on a variety of cultural events, including Miami Music Week, as well as promotion for local nightlife businesses. Utilized WordPress to maintain website aesthetics and accessibility and Adobe Photoshop to modify / improve image quality.
- Verified assets from photographers to ensure consistent new content. Utilized search engine tools to verify uniqueness of images.

Brito Marketing Group LLC

Marketing Assistant

January 2015 – April 2016
Miami, FL

Managed activations and invoices for several alcoholic brands across 20+ different accounts.

- Organized and coordinated 30+ monthly activations across Miami-Dade, Broward, and Palm Beach counties. Managed 30+ employees and provided training about brand positioning and selling tactics.
- Fostered brand awareness and customer satisfaction for Royal Wines, Gems Spring Water, MYX Moscato, and Xante Cognac in South Florida through guerilla marketing.
- Nurtured relationships with management at both large-format and boutique grocers to support activation events.

ADDITIONAL DATA

- **Language:** Fluent in Spanish
- **Technical Skills:** SAS Studio, Excel, Outlook, Word, PowerPoint, Seaware Main

DERLY NAVARRO

8061 NW 71st CT, TAMARAC, FL 33321

Phone: (954) 856 4375

E-Mail: dnavarro2016@fau.edu

Educational Background

Florida Atlantic University - Boca Raton, FL

Bachelor of Urban and Regional Planning – August 2018

Career Overview

Highly organized and self-motivated Urban Planner with experience in Municipal and County planning/community development seeking an exciting and challenging position in a company where my skills and knowledge can be used to the fullest.

Core Strengths, Competencies and Skills

- Problem-solving skills
- Hard working and consistent
- Adaptable
- Fluent in Spanish
- Proficient in Microsoft Office Suite
- Proficient in Adobe Creative Suite (Illustrator, Photoshop, InDesign and Adobe)
- Proficient in Sketchup
- Proficient in AS400, DocuWare, HDL, and GIS.

Work Experience

Henry County Government– June 2019 to December 2019– McDonough, GA

Planner I

Assist with the execution, development and implementation of the short range and long range work programs, projects and studies.

Prepare technical documents regarding zoning and development proposals by public and private entities.

Accept zoning applications and ensure that they are complete and the correct fees are obtained.

Post and retrieve zoning signs on applicant's property, and perform zoning inspections.

Prepare Staff reports and documents for submission to the Site Plan Review and Zoning Advisory Board for application approvals.

Respond to zoning inquiries; including written, phone, emails and counter inquiries.

Attend and present at meetings and public hearings as assigned.

Prepare zoning verification letters as assigned.

Review zoning files and zoning map to ensure accuracy.

Review sign applications for compliance with County and Cities within the County.

Review of development plans with other County, State, or Federal Departments.

Provide technical assistance to customers on questions related to status of applications.

City of Delray Beach – November 2018 to June 2019 – Delray Beach, FL

Historic Preservation – Planner in Training

Review land development applications and plans pursuant to the criteria established under the City's Land Development Regulations; present completed applications and plans to staff for acceptance and to begin the process.

Prepare Staff reports and documents for submission to the Site Plan Review and Historic Preservation Board for application approvals.

Conduct data research for development proposals and historic properties.

Assist with processing land development applications including data input and file creation.

Respond to zoning inquiries; including written, phone, emails and counter inquiries.

Provide technical assistance to customers on questions related to status of applications.

City of Lauderdale Lakes – March 2018 to November 2018 – Lauderdale Lakes, FL

Planning and Zoning – Intern

Work closely with Development Service Director and Principle Planner on selected planning projects.

Provide assistance to the department needs.

Conduct data research for development proposals

Prepare Staff reports and documents for submission to the Site Plan Review for application approvals.

Oversee Comprehensive Plan Updates.

Access International – Oct 2014 to March 2018– Coral Springs, FL

Project Estimator Lead

Work with Architects to meet safety regulations and project deadlines.

Perform takeoffs using AutoCAD, AVAWARE software to provide competitive pricing to meet budgets.

Create Excel spreadsheets that provided accurate pricing for quotes and track incoming orders.

Create effective strategies for foreign markets.

Resolved disputes between distributors and manufacturers.

Newall J. Daughtrey, Assistant Town Manager
Town of Pembroke Park- Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Dear Mr. Daughtrey,

City planning is a powerful tool used for the development of a community. Though city planning had consistently fascinated me throughout college, it wasn't until I put my knowledge into practice that I truly found my passion. As an Assistant Planner for the City of Newberg and as an Associate Planner for the City of Portland, I worked in rapidly growing areas of Oregon and assisted in the redevelopment of Oregon's most populous area. As a native of South Florida, I also understand the important role planning plays in managing growth and creating better communities. My passion for planning has taken me from the east to the west coast and back, as I will be relocating to the Hollywood, Florida area in August because I know that this is where some of the most exciting planning opportunities are.

My educational background in urban and regional planning, water resources management, and knowledge of GIS, along with the skill set I've acquired through my employment make me the ideal candidate to join your staff as a Town Planner.

As a Planning Technician for the City of Ketchum, Idaho, I was responsible for the proper noticing of all planning projects for the Ketchum Planning and Zoning Commission, I certified all planning and building applications complete, and I explained the standards of Title 17: Zoning Regulations to the public. I analyzed Chapter 5.16, Business Licenses and Regulations to compare the City of Ketchum's Off-Site Vendors regulations to other small cities in the Mountain West and across the United States. The researched information was compiled into a technical staff report and was presented to the Ketchum City Council. The report concluded that the City of Ketchum's Off-Site Vendors regulations were not on par with similar cities and led to a rewrite of the Off-Site Vendors chapter in the Ketchum Municipal Code. As an Associate Planner for the City of Portland, Oregon, I reviewed land use applications while working with the implementation of city and state regulations. I worked with other staff members to ensure proposals for new development met the requirements of Title 33: Portland Zoning Code and Title 11: Trees. Additionally, I met with developers and members of the public in the Development Services Center to answer zoning related questions and assist in building permit intake. My experiences with local government and state regulations will allow me to better navigate the challenges facing a town like Pembroke Park.

As an Assistant Planner for the City of Newberg, Oregon, I led Newberg's Housing Needs Analysis. I worked with a project consultant to determine the amount of buildable lands and future housing needs to address housing affordability throughout the city and comply with Goal 10: Housing requirements. I also reviewed conditional use permits and design review applications and led text amendments that required information be presented to the Planning Commission and Newberg City Council.

I am a hard worker with a passion for the job. I would be thrilled to lend my skill set to serving your community. My familiarity with planning principles and standards coupled with my hands-on experience would make me an excellent addition to the Town of Pembroke Park. It is my hope to join your staff as your Town Planner.

Sincerely,

Keshia Owens

Keshia Owens

222 NW 20th Place Portland, OR 97209 keshia.owens4@gmail.com 208-309-5423

RELEVANT EXPERIENCE

City of Newberg, OR— Assistant Planner

May 2018- May 2020

- Reviewed land use applications to determine compliance with zoning districts and public improvement standards, and state and federal laws.
- Prepared proposals for amendments to land use ordinances and comprehensive plans.
- Utilized GIS software to determine zoning districts, overlay zones, and plan districts of properties.
- Prepared planning reports, including recommendations on various land use proposals and presented information to the Planning Commission and City Council.

City of Portland, Portland, OR— Associate Planner

August 2017- February 2018

- Ensured proposals for development met the standards of Title 33, Portland Zoning Code.
- Ensured all proposals for new development and demolitions meet the requirements of Title 11, Portland Tree Code, unless exempt.
- Met with people of diverse backgrounds in the Permit Center to answer zoning questions.

City of Ketchum, Ketchum, ID— Planning Technician

October 2015 - August 2017

- Accepted and certified complete all planning and building applications.
- Provided excellent customer service to community members of diverse backgrounds in explaining the Ketchum Municipal Code.
- Handled cash, checks, and cards for planning and building applications.
- Create notices to ensure planning projects meet State of Idaho noticing requirements.

City of Flint/Michigan State University— East Lansing, MI—Community Development Intern

January 2013 - May 2013

- Assisted in the creation of a redevelopment plan for the City of Flint's South Saginaw Corridor.
- Created condition scales to determine physical conditions of commercial properties from good to poor.
- Collaborated with people of various socioeconomic backgrounds to gain feedback on the newly created Imagine Flint Comprehensive Plan.

EDUCATION

East Central University- Ada, OK (Online) — Msc. Water Resource Policy and Management

Beginning August 2020

Southeast Community College- Lincoln, NE (Online) — Geographic Information Systems Certificate

January 2020 - Present

Michigan State University- East Lansing, MI— B.S. Urban Planning/German

August 2008 - August 2013

SKILLS

- Expert in Microsoft Office
- Experienced in ArcGIS
- Knowledgeable in Caselle for government account management
- Excellent organizational skills
- Great team player

CERTIFICATIONS

- Certified Permit Technician, International Code Council
- State of Idaho Notary Public

MEMBERSHIPS

- International Code Council
- American Planning Association

LANGUAGES

- German- advanced reading, speaking, and writing
- Spanish- intermediate reading, speaking, and writing

VOLUNTEER EXPERIENCE

- Tree Planter- The Nature Conservancy

CAMERON PALMER

41 TRAWLEY CRES • AJAX, ONTARIO, CANADA • L1S 5X9

To whom it may concern:

I believe my experience and active involvement with **several large-scale projects in the field of land use planning** within the public and private sector, coupled with my experience with the **municipal planning process** position me to be a strong addition to your team.

As a planner at **DIALOG Inc.**, I have been involved in planning projects throughout the Greater Toronto Area, working with the development approval process for various planning applications. My experience working with the development of Master Community and Campus Plans has strengthened my project management and organization skills required to coordinate the development applications of multiple properties simultaneously. My daily tasks included providing strategic planning advice for a wide variety of projects, liaising with municipal departments, and responding to client requests. I regularly assist in the preparation of suitable and feasible land development concept plans supported by policy and context research in forms of memorandums, due diligences, and planning service proposals. I possess excellent communication and interpersonal skills that has brought remarkable results for both my clients and their respective communities and stakeholders.

Highlights of my relevant qualifications, professional skills and past competencies include:

- **Strong land use planning background**, as well as an ability to quickly acquire and apply technical knowledge and information.
- **Significant experience in synthesizing, interpreting, applying and analyzing information** for program specific and related legislation, regulations, client policies/priorities and government planning direction
- **Possesses strong teamwork** ability to leverage these relationships to obtain input, coordination and support and client initiatives and to identify concerns and issues.
 - A deep understanding of **methods of demographic, social, economic, environmental, spatial and urban development research and analysis** obtained through development projects.
 - **Proven knowledge in preparing submissions, briefing material, and plan review documents**
- acquired through OPS workshops and preparing material to **planning team**
 - **Strong research and writing skills with an ability to identify key issues.** Knowledge of and experience conducting socio-economic, demographic and municipal research, trends analyses, as well as both quantitative and qualitative analysis.
 - **Proven success in creating presentations and public engagement strategies** in order to obtain data as well as showcase developmental projects
 - **Ability to read and interpret technical reports and drawings** acquired through in-field experience alongside other disciplines in the development industry.

I am delighted to have the opportunity to apply for a position within such a lively environment and I look forward to your response. I believe that with my broad land use planning experience and firm policy analytical skills are easily transferred to any region or planning context, and with the proper application will be an asset to your team.

Thank you for your consideration of my application.

Cameron Palmer

References to be supplied upon request.

CAMERON PALMER

41 TRAWLEY CRES, AJAX, ON, L1S 5X9 • (416) 823-3234
CAMERONP.CP@GMAIL.COM

SKILLS

- **Technical Skills:** Report, presentation, and deliverables skills with *Microsoft Office Suite* and the *Adobe Design Suite*;
- Experience leading, managing and upholding best practices among staff as well as being versatile and willing to assist with new projects as they arise;
- Working knowledge of legislative bodies related to block planning, subdivisions, site plans, zoning by-laws and procedures and development regulations;
- Competent with interpreting and synthesizing Official Plans and policy documents to produce; policy briefs, market data analysis, development proposals, public open house materials;
- Developed strong teamwork and interpersonal communication skills working with internal agency departments, ratepayer groups, clients, and consulting professionals;
- Fluent in French & English including written, verbal, and oral communication skills; and
- Fully licensed Ontario G driver.

PROFESSIONAL EXPERIENCE

PLANNER | DIALOG, APRIL 2019- PRESENT

- Prepare Planning Justification Reports on planning applications including zoning by-law amendments, site plan applications, block plans, and Committee of Adjustment applications;
- Assist in preparing RFP proposals and bid materials;
- Prepare and facilitate comprehensive and holistic community engagement strategies tailored to the specific needs of the project;
- Assist in the preparation of Secondary Plans including the visioning and SWOT analysis, site walks, and the development of land-use plans;
- Experience in Campus Master Planning for both private and public sector clientele;
- Prepare and facilitate materials for community engagement events, stakeholder interviews, visioning and concept planning workshops, open houses, statutory public meetings; and
- Actively manage ongoing projects through implementing bi-weekly meetings, consultant team meetings/workshops, and project timeline tracking techniques.

PLANNER | MALONE GIVEN PARSONS, MAY 2017- APRIL 2019

- Prepare Planning Justification Reports and submission requirements for zoning by-law amendments, site plan, plans of subdivisions, block plans, and Committee of Adjustment applications;
- Assist in managing several large-scale Block Plan development projects including internal schedules, landowner groups, and consultant teams to prepare supporting studies and reports, to address municipal and resident's concerns throughout the development process;
- Collaborate with internal management teams and consultants to overcome challenges;
- Collect and review Provincial and Regional planning policy documents to prepare memorandums and due diligence reports detailing technical information and recommendations regarding various aspects of land use and development;
- Resolve conflicts and respond to concerns of both landowners and municipal staff in time-sensitive scenarios;
- Participate and prepare materials for open houses, statutory public meetings; and
- Provide training and mentorship to junior staff.

CAMERON PALMER
CELL (416) 823-3234 • E-MAIL CAMERON.PALMER@GMAIL.COM

PLANNING INTERN | HUNTSVILLE CHAMBER OF COMMERCE, JANUARY 2015 - APRIL 2015

- Successfully and efficiently access and gather information on cultural assets;
- Developed Official Plan recommendations by modifying/adding to existing site by-laws/programs;
- Cultivated strong critical judgment and analytical thinking skills by negotiating with community members and approaching stakeholders regarding tourism plan proposals and existing limitations; and
- Reviewed relevant planning-related studies and documents in order to propose site-specific policies and strategies related to active transportation that would be presented to the client.

BILINGUAL EXPERIENCE

ADVISOR SALES REPRESENTATIVE | FIDELITY INVESTMENTS, FEBRUARY 2016 - MAY 2017

- Responding to account, product and general service inquiries from existing and prospective clients;
- Identifying opportunities to provide value added service to our clients by upselling distinctive product features;
- Partner with other internal business groups to resolve account concerns and inquiries; and
- Liaison with the Sales, Processing, Dealer Relations and Compliance teams to ensure client inquiries and requests are accurately handled.

EDUCATION & MEMBERSHIPS

Bachelors of Urban and Regional Planning (*minor in Political Science*)

Ryerson University, Toronto, ON
April 2015

Member of the Ontario Professional Planners Institute & Canadian Institute of Planners

VOLUNTEER & ACCOLADES

PUBLIC RELATIONS LEAD | REFUGE CITY CHURCH 2008 - PRESENT

- Public Relations Team
- Lead Graphic Designer
- Member of Media Team
- Web Designer

TED TYNDORF AWARD | RYERSON UNIVERSITY AWARDED 2015

Awarded annually to a student who has demonstrated exceptional integrity, vision and commitment to community planning through client-based project work and engagement with agencies and firms.

Barbara Plunkett

Hallandale, FL 33009

(786) 314 2015 • barbaraplunkett24@gmail.com

Respected Hiring Manager,

Upon learning of your need for a Town Planner. I felt compelled to submit my resume for your review. As an ambitious and dedicated professional with 6+ years of experience providing comprehensive administrative and operational support to C-level personnel, I am confident that I would be an asset to your team.

My expertise lies in coordinating and leading administrative and operational functions for senior-level staff and department directors. Backed by superior communication, planning and multitasking capabilities, I excel at providing remarkable organizational and database development skills and driving optimal office efficiency and success.

Features of my experience include:

- Overseeing scheduling, meeting coordination, calendar management, travel arrangements, budgeting, project management, and records maintenance, ensuring adherence to organizational procedures and policies to ensure outstanding productivity and performance.
- Interacting effectively with cross-functional departments to streamline operations and achieve business success in fast-paced environments.
- Balancing multiple tasks within deadline-driven atmospheres while providing top-level customer service and maintaining strict attention to detail.
- Earning consistent recognition by staff and peers for unparalleled interpersonal and communication talents as well as exceptionally positive, welcoming, and uplifting demeanor.
- Possessing an extensive technical skill set including proficiency in Microsoft Office Suite, PeopleSoft, and QuickBooks as well as a propensity for quickly adapting to new technological programs and systems.

With my proven commitment to delivering the highest level of executive-level administrative support, I am well prepared to extend my record of exceptional service to your team. I would welcome the opportunity to discuss this position and my qualifications with you further.

Thank you for your consideration.

Sincerely,

Barbara Plunkett
(786) 314-2015
barbaraplunkett24@gmail.com

Barbara Plunkett

Hallandale, FL 33009

(786) 314 2015 • barbaraplunkett24@gmail.com

Professional Summary

Hard-working, multi-tasking professional with 5+ years of experience. Outstanding organization and documentation skills. Administrative Professional offering excellent computer, communication, and customer service skills with a high level of professionalism that goes above and beyond. Positive attitude and welcoming demeanor. Results-oriented with keen attention to detail, excellent planning abilities and schedule management. Strength in boosting positive relationships, excellent work ethic and enthusiastic for constant learning.

Experience

11/2018 – Present **Executive Assistant to the Vice President** of Enrollment and Student Services
Nova Southeastern University – Davie/Fort Lauderdale, Florida

- Successfully improved operating procedures for travel reimbursement and expense reports to reduce processing time for over 275 personnel by creating a "How to" instructions manual which motivated me to create the first employee manual outlining all proper administrative procedures.
- Contributed to smooth business operations by planning and organizing meeting and conferences, including conference calls and remote attendance via Zoom or Skype.
- Distributed departmental announcements, booked conference rooms and coordinated catering for annual staff recognition and development.
- Delivered accurate documentation and data entry to allow timely processing to the department's personnel needs and deadlines. Processing over 254 expense reports, travel authorizations, requisitions and check requests annually.
- Added an inventory system for office supplies and filing by creating a database to help determine supplies restock frequency and file location.
- Encouraged digital filing, records distribution, documents review and signatures. Minimizing paper restocking from monthly to quarterly saving \$600 per paper supply order.
- Planned and coordinated Vice President's events such as staff appreciation luncheons, staff training, administrative meetings, etc. Including outside workplace events such as conferences and trainings.

08/2017 – 10/2018 **Business Development Manager**
PREMIUM Paper Box – Opa Locka, Florida

- Enthusiastically assisted 30+ potential and existing clients per day providing them with recommendations of products and cost saving alternatives.
- Worked collaboratively in a team environment resulting in excellent communication skills that provided repeat customers with exceptional care and attention.
- Suggested a new tactic to persuade undecided customers to hire the company. Resulting in a 2% increase of new customers.
- Accelerated turnaround time from 5 to 7 business days to 2 to 3 business day by encouraging existing clients to submit their orders electronically and in a timely manner resulting in faster processing time.
- Generated social media marketing and webpage development strategist. Created content and designed graphics for website, email and social platform campaigns.

02/2016 – 05/2017 **Secretary I** for the School of Global Business, Trade and Transportation
Miami Dade College – Kendall Campus – Miami, Florida

- Contributed with prescreening of applications/resumes, checks references, processes Request for Personnel Action (RPA's) and facilitates part-time employment offers
- Delivered decisions regarding dissemination of information, screening of visitors and deferral or immediate action in absence of supervisor
- Generated documentation of the operations of the department, which requires preparing and typing a variety of routine correspondence and documents including statistical reports, minutes, agendas, budget worksheets and requisitions
- Optimized students' and employees' confidence and protected operations by keeping information confidential
- Produced and maintained on-line payrolls for part-time and full-time personnel

08/2015 – 02/2016 **Paraprofessional Coordinator** for Academic Affairs
Miami Dade College – West Campus – Doral, Florida

- Supported the numerous functional areas and academic chairs and deans with processing scheduling requests in PeopleSoft.
- Planned with academic departments and campus administration to assign academic spaces for classes and events.
- Created a database to identify scheduling discrepancies and provides solutions based on established guidelines.
- Successfully oversaw budget expenses to ensure adherence to department/grant budgets and diagnosed recommendations concerning the management of accounts.
- Reconciled and produced financial reports, forecasting financial projections and budget allocations.

05/2012 – 08/2015 **Student Services Coordinator** for the New Student Center and International Student Services.
Miami Dade College – North Campus – Opa Locka, Florida

- Enhanced pre-admissions counseling, along with academic and career advisement for students in the following categories: prospective, new, international and undecided students.
- Improved communication with students by contacting frequently, and intentionally through multiple methods, including but not limited to face-to-face meetings, college-supported technology solutions, e-mail, telephone, text messages, and social media.
- Streamlined interactions with counterparts including, but not limited to, Admissions, Registrar, and all academic and student services departments.
- Planned outreach events for recruitment of high school seniors and assisted with the logistics of the annual **College Day** and **Commencement** events.
- Examined old processes and improved all daily tasks and special assignments with an efficient and quality-driven approach.

Skills

- | | | |
|---------------------------|----------------------|--------------------------|
| • Forecasting | • Purchasing | • Microsoft PowerPoint |
| • Problem solving | • Staff training | • Outlook |
| • Schedule management | • Inventory control | • PeopleSoft |
| • Accounts reconciliation | • Public speaking | • Linux |
| • Project management | • Negotiating skills | • Ariba |
| • Event planning | • Fast Learner | • Astra |
| • Fluent in Spanish | • Microsoft Excel | • Critical Thinking |
| • Budgeting expertise | • Microsoft Word | • Emotional Intelligence |
-

Education

12/2020 **Bachelor of Applied Science** in Supervision and Management – Specialization in Project Mgmt. Broward College
08/2014 **Associate in Arts** in Business Administration. Miami Dade College

Certificates

- LinkedIn Learning: Project Management Foundations: Schedules
- LinkedIn Learning: Getting Things Done
- LinkedIn Learning: Innovative Customer Service Techniques
- Building Rapport and Developing Relationships with Customers
- Red Flags Identity Theft Prevention GS
- FERPA Fundamentals
- Employee HIPAA Privacy, Security, and Research Training

References Available Upon Request

Jillian M. Polanco

Email: jillian.marie.polanco@gmail.com

Education

- **Barry University, Dwayne O. Andreas, School of Law**, Orlando, Florida
 - Juris Doctorate, May 2018
- **Florida International University**, Miami, FL
 - Bachelor of Arts in Political Science, March 2014
 - Minor in Criminal Justice, March 2013
 - Academic Certificate in National Security Studies (specialization the Middle East), December 2013
- **Miami Dade College**, Miami, FL
 - Associates in Arts, December 2011

Honors and Awards

- 2016 First Year Moot Court Competition Top 32, Barry University, Dwayne O. Andreas, School of Law
- Law and Psychiatry, Book Award, Spring 2017, Barry University, Dwayne O. Andreas, School of Law
- Popular Culture and The Law, Book Award, Fall 2017, Barry University, Dwayne O. Andreas, School of Law

Extra-Curricular Activities

- Trial Team Member, Fall 2016 to Fall 2017, Barry University, Dwayne O. Andreas, School of Law
- Student Honors Mentors Program, Jack D. Gordon Institute for Public Policy and Citizenship Studies, Florida International University, Fall 2013
- Student Facilitator, High School Warfare Simulation, Jack D. Gordon Institute for Public Policy and Citizenship Studies, Florida International University, November 2013

Internships and Clinics

- Juvenile Defense Clinic, Spring 2018, Barry University, Dwayne O. Andreas, School of Law, Katherine Puzone (212) 991- 8198
- The Law Office of Steve Rossi, P.A, Legal Assistant Intern, March 2014 to May 2014
 - Client interviewing, maintaining case files, legal research, drafted letters and other legal documents under the supervision of the licensed attorney, making telephone calls on behalf of clients.

Research Experience

- “Invisible to The Naked Eye: Human Trafficking and How the Exploitation of Humanity Helped Hinder Modern-Day Slavery” Upper Level Writing Requirement, Barry University, Dwayne O. Andreas, School of Law, December 2017

- “HIV Epidemic: Miami Ranks Number One” statistical and analytical research proposal poster, Florida International University, December 2013
- “Charter Schools: Cure or Curse?”, statistical and analytical group research project, Florida International University, December 2013

Work Experience

- **The Diener Firm**, Law Clerk, November 2019 to March 2020, 40+ hours per week.
 - Prepares legal drafts by assembling and organizing information for legal forms and documents, including complaints, declarations, discovery requests, responses, and other pleadings.
 - Researches law by studying laws, statutes, constitutions, regulations, court opinions, including precedents and reasoning, and trends using standard print texts and computers; preparing legal memoranda.
 - Assembles case materials by collecting, organizing, and summarizing information, documents, reports, and evidence.
 - Prepares for trial by preparing trial briefs, exhibits, subpoenas, evidence, and motions.
- **Cabanas Law Firm**, Administrative Assistant, June 2014 to May 2015, 40+ hours per week.
 - Conserves attorney’s time by reading, researching, reviewing, verifying, and routing correspondence, reports and legal documents; initiating telecommunications; organizing client conferences, and attorney meetings; and other special functions.
 - Maintains attorneys calendar by planning and scheduling conferences, teleconferences, and travel; recording and monitoring court appearance dates; monitoring evidence-gathering; anticipating changes in litigation or transaction preparation requirements.
 - Maintain client confidence by keeping client/attorney information confidential. Maintains office supplies by checking stocks; placing and expediting orders; evaluating new products. Ensures operation of equipment by completing preventive maintenance requirements; calling for repairs.

Languages

- Spanish- Reading, writing and verbal communication

Professional References

Valerie L. Raphael
Associate Attorney at The Diener Firm
(754) 214-6271
Valerie@dienerfirm.com

Jeffrey J. Sainenstat
Managing Partner at The Diener Firm
(954) 541-2117 (Office)
(954) 249-8604 (Personal)
Jeff@dienerfirm.com

Erik Diener
Managing Partner at The Diener Firm
(954) 541-2117 (Office)
(954) 560-0629
Erik@dienerfirm.com

Warren Diener
Managing Partner at The Diener Firm
(954) 541-2117 (Office)
(954) 243-1809
warren@dienerfirm.com

Katherine Puzone
Supervising Attorney and Professor
Barry University School of Law: Juvenile Defense Clinic
(212) 991-8198

Anissa S. Raja
3550 Jasmine Ave, #1
Los Angeles, CA 90034
949-416-6786
anissaraja@g.ucla.edu
Spring 2020

To whom it may concern,

As a graduate of Occidental College and current student at Luskin School of Public Affairs, I have been exposed to a variety of learning experiences within Los Angeles while exploring my liberal arts education. During this upcoming year, I am hoping to further my passion and experience in the field, while focusing on international and regional development through urban planning. Working for this position would nicely align with my current educational pursuits and career endeavors.

My research interest and personal passion revolve around global environmental issues such as climate change adaptation, disaster management, and the intersection of these topics within public health. I have experience in a fast-paced environment as I have interned at Los Angeles City Hall and worked on building a climate change white paper for councilmembers through the Luskin Leaders Program. I currently am the Data Visualization Fellow for the WORLD Policy Analysis Center in the Fielding School of Public Health at UCLA. During my first year at UCLA, I was a researcher on the project "Health in Main Streets" which studies the impacts of businesses and public spaces on neighborhood health. It was funded by the Robert Wood Johnson Foundation as well as the Royal Society for Public Health in the UK and should be published later this year. This two year project aimed to investigate the intersection of businesses and public health within urban areas of the US. In my position, I compiled research for a literature review and policy implications of the business, retail, food, commercial, and neighborhood environment of "Main Street" in 50 different sites nationwide as well as GIS mapping of these areas. I incorporated this research into my master's capstone which will provide evidence to support local authorities in their decisions to engage in health-promoting planning and regulatory practices, specifically by curtailing the number of "unhealthy" businesses on main streets. In the larger scholarship and research conducted by public health advocates, situating the Los Angeles context of businesses found in these spaces and their implications on public health could uncover the larger, wide-scale impacts of how businesses interact with the environments that they serve.

Through education and experience, I have fostered interpersonal skills, in written, oral and multimedia outlets. I have advanced experience in qualitative and quantitative research. As a graduate student at UCLA, I used Stata in my urban statistics course and for my thesis. I also have used Tableau for past projects (both academic and professional). In past courses, I have also used qualitative research in direct observations as well as interviews for research. I have advanced experience in using WordPress. While working for the Urban & Environmental Policy Institute as a Social Media Assistant & Office Assistant (05/2016-06/2018) I applied my social media and graphic design skills to WordPress and various other media outlets. I also have extensive experience in GIS as I have used it both professionally and academically for over four years. This past summer I was the Policy Intern for the Beach Cities Health District. I primarily focused on built environment issues, which are tied to mobility and health outcomes for this area. I provided research and community engagement to advocate for certain stances through a holistic framework focusing on public health. I was able to distinguish myself by being granted a "Women in Transportation" scholarship due to my work and passion for transportation studies. As a past Co-President for the Public Health club at Occidental College, I was able to lead and

participate in community engagement projects through volunteering with organizations such as Food Forward and MEND that look to bring greater equality to L.A. I also orchestrated large-scale fundraisers, such as raising money for natural disaster relief and national public health week. In the fall of 2016, I worked as a Community Organizer for InnerCity Struggle with the students of Boyle Heights high schools to advance educational rights. My 2015 summer previous internship at the non-profit organization Illumination Foundation required me to plan educational lessons and enrichment activities for underprivileged children in the surrounding areas of Santa Ana in Orange County.

My aim, if I were to be granted this position, would be to continue to gain much greater knowledge of this field of study so that I can pursue a career where I may fulfill my desires to assist economically, environmentally, socially, and politically disadvantaged groups through effective, egalitarian policies and planning. In the future, I hope to work in the international field by developing sustainable and equitable approaches that mitigate and adapt to climate change in areas that are predisposed to bear the brunt of these changes.

If any further information is necessary please don't hesitate to contact me, thank you for your time.

Sincerely,
Anissa S. Raja

Contact

anissaraja@gmail.com

www.linkedin.com/in/anissa-raja
(LinkedIn)

Top Skills

Public Speaking

Social Media

Customer Service

Honors-Awards

Dean's List

SCIAC Second Team Conference
Player

AP Scholar with Distinction

President's Honor Roll

Superintendent's Honor Roll

Anissa Raja

Graduate Student at UCLA Luskin School of Public Affairs

Los Angeles, California

Summary

Second-year graduate student of urban planning at UCLA's Luskin School of Public Affairs. Research interest and personal passion revolve around global environmental issues such as climate change adaptation, disaster management, and the intersection of these topics within public health.

Experience

WORLD Policy Analysis Center

WORLD Policy Data Visualization Fellow

January 2020 - Present (5 months)

Greater Los Angeles Area

As a Policy Data Visualization Fellow I design and develop visual media such as infographics, factsheets, and other knowledge products that synthesize WORLD's global policy data and research findings. Specific topics will be assigned by WORLD team members. The broad goal of this Fellowship is to translate new data and evidence into impact by creating digestible, accessible, and informative storytelling deliverables. Responsibilities include maintaining contact with WORLD staff through email and routine and scheduled meetings, meeting internal project deadlines, and producing requested deliverables. This work has solidified my understanding of global health policy research.

UCLA Planners of Color for Social Equity

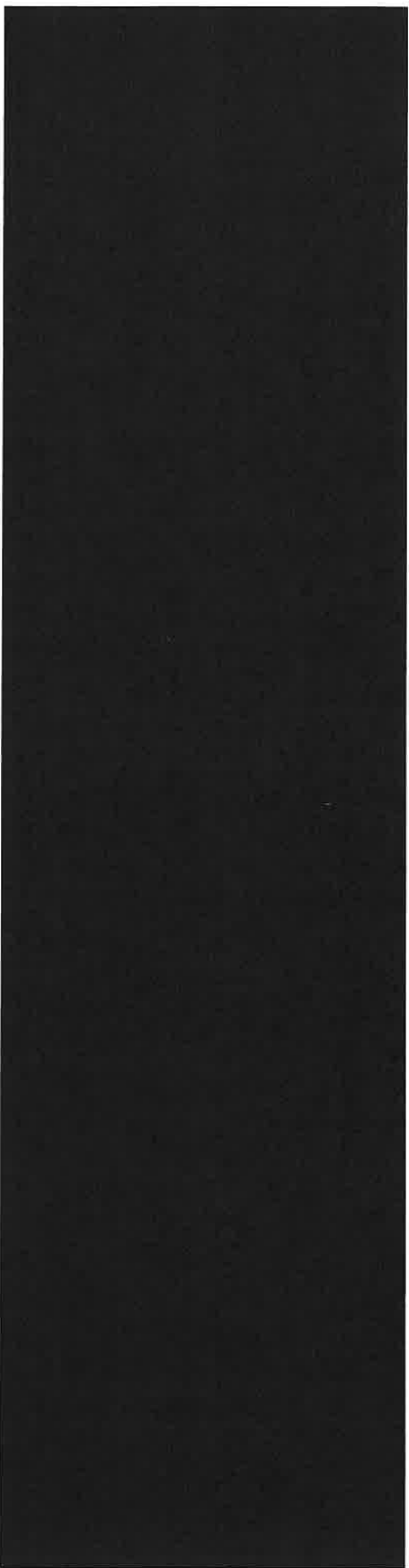
Co-Chair Community Action

December 2018 - Present (1 year 6 months)

Greater Los Angeles Area

Responsibilities for this position include but are not limited to:

- Organizing events, community and committee meetings
- Helped organize and cultivate a relationship with the Southern California Library.
- Organized a teach-in panel on the topic of "Equity, Race & Transportation".
- Aided in collaborations with other organizations such as UPWOCC.



UCLA Fielding School of Public Health
Graduate Student Researcher V
November 2018 - January 2020 (1 year 3 months)

Responsibilities for this position include but are not limited to:

- Assisting in the literature review.
- Aiding in the gathering of public records data collection.
- GIS data analysis.
- Publication to follow in early 2020.

Beach Cities Health District
Blue Zones Policy Intern
June 2019 - September 2019 (4 months)
Greater Los Angeles Area

Responsibilities for this position include but are not limited to:

- Bike Count: Leading the Beach Cities bike count program for August 2019.
- Prepare materials and finalize count locations
- Recruit volunteers and schedule shifts
- Develop and conduct trainings for volunteers
- Collect and input data, analyze data comparing trends from existing data sets
- Streets for All Framework: Develop messaging for expanded Streets for All Campaign. •Broadening the scope of Streets for All campaign to encompass well-being in the built environment to include active and safe.
- Research, develop messaging for website and collateral, program development and policy recommendations.
- Integrate existing research to build out on facts, best practices and policy recommendations.
- Work to re-brand on the website.
- School Buffer Zone Research: Research best practices for school buffer zones
 - Identify Research case studies and best practices for school buffer zones
- Compare details, evaluation and outcomes, and process for each and develop a report on the potential application for Redondo Beach
- CIP Tracking for FY 19-20: Create CIP tracking sheet that will prioritize city projects for FY 19-20. •Review City budget and Capital Improvement Programs from each cities' FY 19-20 budgets
- Identify priority projects related to Living Streets and livability.
- Legislation tracking: Tracking legislation and projects on City Council and Commission agendas. •Track Council Agendas and relevant policy items in Smartsheets by City

- 
- Conduct more extensive research into ongoing projects by pulling staff reports and City documents from City archives

Urban and Environmental Policy Institute
Web & Social Media Assistant
May 2016 - May 2018 (2 years 1 month)

Greater Los Angeles Area

Responsibilities for the position included but were not limited to:

- Assisting in research for UEP professors and staff.
- Maintaining UEP database and newsletter and update UEP webpage and comps projects.
- Basic office administrative duties and data entry.

Occidental College Public Health Club
Co-President Occidental College Public Health Club
January 2016 - May 2018 (2 years 5 months)

Occidental College

Responsibilities for the position included but were not limited to:

- Organizing weekly club meetings.
- Overseeing the club's campaigns, volunteer activities and on-campus fundraisers.
- As the previous Treasurer for this club, I previously focused on fundraising responsibilities and outreach between other clubs.

City of Los Angeles
Policy, Community Relations, Planning and Communications Intern 4th District
August 2017 - January 2018 (6 months)

Greater Los Angeles Area

Responsibilities for the position included but were not limited to:

- Policy research and development
- Outreach to key stakeholder groups
- Working with community groups
- Briefing senior staff
- Working with press and social media outlets
- Documenting council and committee meetings
- Helping with needs as they arise in a fast-paced political environment

INNERCITY STRUGGLE
Academic Services & United Students Intern
August 2016 - December 2016 (5 months)



Greater Los Angeles Area

Responsibilities for the position included but were not limited to:

- Publishing a bi-weekly newsletter for the United Students, providing resources for upcoming test dates, scholarships, extra-curricular opportunities, event info, and general reminders for school.
- Providing academic advising for the United Students' seniors to assist with college applications, personal statements, and EOP applications through regular "office hours" and bi-weekly newsletters.
- Creating, managing, and organizing databases for all media contacts, attendants, organizing base, and prospects to contact for follow-up, e-mail blasts, and future notifications.

Illumination Foundation

CRC Intern

May 2015 - August 2015 (4 months)

Anaheim, California

The Illumination Foundation gives families hope each day they are in our program. They receive stable housing, medical services, mental health counseling, case management and life-saving basics such as food and clothing. Our program empowers vulnerable families with the skills to identify and overcome their diverse problems and improve their lives. At the Children's Resource Center (CRC), I was a staff member where I instructed school tutoring, enrichment activities and mentorship for children in both Stanton and Santa Ana.

Education

UCLA Luskin School of Public Affairs

Master of Urban & Regional Planning · (2018 - 2020)

Occidental College

Bachelor of Arts - BA, Urban & Environmental Policy · (2014 - 2018)

University of Groningen

Spatial Sciences · (2017 - 2017)

Luis Francisco Rodriguez
(305) 898-3420 | Luis.f.rodriguez.official@gmail.com
<https://www.linkedin.com/in/luis-f-rodriguez-328b9b6b/>

WORK EXPERIENCE:

UniversityCity Transportation Management Association of Sweetwater, Inc. (UTMA) Sweetwater, FL
Operations Manager - Consultant
December 2017-Present

- Dealing with the day-to-day functions of a transportation management association that serves a municipality, university and the surrounding county.
- Coordinating with local, state and federal agencies, bureaus, regulatory boards, organizations and local business partners to expand and improve service, secure funding and innovate smart transit.
- Organizing and conducting meetings for the board of directors, presenting in front of the public, staff, government officials/employees and local business leaders.
- Traveling across the state of Florida to meet with the legislature, department of transportation and other important actors to secure funding and lobby on behalf of UTMA.

Marin and Sons, Governmental Consulting Miami, FL
Political and Campaign Consultant (Temp)
August 2019-Nov 2019

- Managed the public relations and daily operations of a political campaign for various local and state level races. Particularly for races in the City of Miami, City of South Miami, Miami-Dade County School Board, The Florida Senate and Florida House of Representatives.
- Created mail pieces, press releases, propaganda and assisted in the filming of political ads for candidates. Coached candidates prior to interviews, debates and speeches on radio and television.
- Created budgets for campaigns, organized fundraisers, coordinated with potential donors to secure funding.
- Was with candidates on a daily basis providing technical support by generating daily reports of their phone banking, walk canvassing and fundraising with a variety of campaign software for such as: WebElect, CallFire and i360.
- Managed the phone banking and walk canvassing operations data, payroll and targeting.

Mayor's Office Sweetwater, FL
Aide to the City Manager and City Clerk
July-2016-December 2017

- As Aide to the City Clerk, responsibilities included: maintaining agenda's and minutes of all commission and special meetings.
- As Aide to the City Manager, responsibilities included: inputting payments, resolution writing, attending intergovernmental meetings, organizing files, establishing a transit authority, clerical duties, grant writing and general administrative work pertaining to local government.
- Working for the Office of the Mayor has also involved intergovernmental relations such as: forming new and solidifying old partnerships and establishing new relationships with municipalities, colleges, universities, organizations, elected officials, law enforcement, businesses and government agencies/bureaus.

The Graduate Association of Phi Gamma Delta at Florida International University Miami, FL
Housing Director
July 2016-June 2018

- Served as the live in landlord property manager and graduate liaison to the Undergraduate Chapter and University's Fraternity Council.
- Provided quotes, reports and presented at/conducted meetings for the Housing Corporation and Graduate Chapter.
- Dealt directly with contractors on improvements repairs and routine maintenance.
- Managed the budget and collection of rent revenue from tenants.

The Graduate Association of Phi Gamma Delta at Florida International University Miami, FL
Assistant Property Manager
May 2014-July 2016

- Served as the undergraduate assistant to the Housing Director.

Other Political Campaigns:

>Ron DeSantis for Governor of Florida Miami, FL
Regional Field Director: Miami-Dade and Broward County
August 2018-November 2018

>Manolo Reyes for City of Miami Commissioner Miami, FL
Assistant Field Director
September 2017-November 2017

>Jose Felix Diaz for State Senate District 40 Miami, FL
Aide
May 2017-October 2017

>Carlos Trujillo for Florida State Representative District 105 Miami, FL
Aide
July 2016-November 2016

Retail, Sales and Customer Service:

>Foliage Design Systems of Miami

Logistics and Design Management - Interior Landscape

December 2014 – June 2016

Miami, FL

>The Home Depot, Inc.

Contractor Sales/Construction Supervisor

November 2013- November 2014

Miami, FL

>Macy's INC

Sales Team Lead: Women's Shoes

July 2012-October 2013

Doral, FL

EDUCATION:

Florida International University

Major: BA Political Science/ BA International Relations

Certificate in Latin American Studies

Miami, FL

Aug 2016

Aug 2016

OTHER:

Languages: Fluent in English and Spanish

Technical Skills: Microsoft Word/PowerPoint/Excel and WebElect, i360, Logos.NET Financial Management, Project Management, Quick Books, Grant Writing, Budgeting, Contracts, Procurement, Non-Profit Management, Sunshine Law, Zoning laws and Strategic Development/Economic Activation.

VOLUNTEER SERVICE:

American Cancer Society, Florida International University, March, 2013 - March, 2016

Children's Miracle Network Hospitals, Florida International University, March, 2013 - March, 2014

United Service Organization (USO): October 2012-October 2016

REFERENCES:

Steve Marin – President and CEO of Marin and Sons Governmental Consulting, Inc,
305-962-2400

Gustavo Cabrera – Vice President of Marin and Sons Governmental Consulting Inc,
305-915-4474

Carlos Trujillo – Fmr. State Representative FL House District 105 and Current US Ambassador to the Organization of American States
305-519-9761

Charles Berrane – President and Owner of PG Manufacturing Inc, Warrior Gun Range
305-282-3317

Robert R, Herrada – Assistant City Manager Sweetwater, FL
305-496-5195

Tom Gustafson – Fmr. Speaker of the FL House
954-661-7848

Heidi Siegel, AICP
Hollywood, Florida 33021
(954) 654-0574
heidisiegel2@gmail.com

EXPERIENCE

KCI Technologies, formerly Keith & Schnars, PA **Planning Director / Practice Leader**

2017-present

KCI is a full-service consulting firm that has served clients, as Keith & Schnars, throughout the state of Florida since 1972. KCI offers multi-disciplinary expertise in the fields of planning, landscape architecture, environmental sciences, engineering and land surveying. The Planning Division provides services to clients throughout the state of Florida.

Duties and Responsibilities:

- Oversees the firm's Planning Division.
- Employee oversight, business development, contract management, and budgeting.
- Provides planning services for projects that involve development feasibility and due diligence studies, governmental coordination, preparation and presentation of land use and zoning applications, site planning, master planning, and design.
- Provides cost-recovery contract services to municipalities to supplement municipal staff on backlogs or significant projects.

Village of Biscayne Park **City Manager**

2013-2016

The Village of Biscayne Park is located in Miami-Dade County, Florida. The Village is approximately one-square mile and has a population of 3,000. The Village is unique in that it relies solely on ad valorem taxes from residential properties. The Village prides itself on its historic tree canopy, median lined street and community activism.

Duties and Responsibilities:

- Served as the Chief Executive Officer
- Oversaw all municipal functions including Police, Public Works, Planning, Zoning, Building Permits, Village Clerk, Finance, Recreation and Sanitation.
- Prepared and presented items to the Village Commission.
- Oversaw all Emergency Management Operations and Public Information. Coordinated with County EOC. This included the procurement and management of debris removal contracts, FEMA and FMIT coordination, and managing a public information for water and stormwater issues and post-storm events.
- Managed 37 City employees, including Recreation, Public Works, Village Hall operations, Police Department, and a team of contract employees on a daily basis.
- Served as the public information officer of the Village for all matters and oversaw all public records requests and document storage.
- Managed a large capital improvement fund that includes over a million dollars in State funds for the construction of a new Village Hall and the restoration of the historic Log Cabin Village Hall.
- Prepared and monitored the annual budget which included a sanitation fund, capital improvement fund and police forfeiture fund.
- Reported to a five-member Commission that is elected at large.
- Represented the Village to County Commission, surrounding municipalities, legislative delegation and interlocal organizations.

Heidi Siegel, AICP
Page 2

Achievements:

- Implemented sound financial procedures that took the Village from historical operation deficits to annual savings of approximately 4% for the past two year. These procedures increased the Village's reserves by approximately 25%.
- Sought and received various State and Federal matching grants.
- Successfully lobbied Florida Legislature for \$1,000,000 to implement a long-planned restoration of the historic Log Cabin Village Hall and build a new modern Village Hall.
- Restructured departments and operations to be more customer friendly and efficient.
- Increased communications with community and residents through public weekly-reporting, email blasts and social media.

City of Wilton Manors
Community Development Services Director

2011-2013

The City of Wilton Manors is located in Broward County, Florida. The City is approximately two square miles and has a population of 12,000. The City strives to meet the challenges of an urban built-out City that is vibrant and has continuous interest in redevelopment. The Community Development Services Department must balance the stable residential neighborhoods with the successful arts and entertainment district.

Duties and Responsibilities:

- Oversaw the Economic Development, Planning and Zoning, Building Division, Business Tax License and Fire Prevention divisions of the City.
- Prepared and presented items to the Planning and Zoning Board, Board of Adjustment, Economic Development Task Force and the City Commission.
- Served as part of the City's administration and management team.
- Managed and implemented the City's Green Building Ordinance.
- Coordinated with Code Enforcement activities.
- Served as a liaison to special events as they relate to building permits and alcohol licenses.
- Responsible for all City Economic Development activities including the creation of programs and incentives for the City Commission to approve.
- Attended community and neighborhood events.
- Managed department employees and a team of contract employees on a daily basis.

Achievements:

- Through management of internal processes and delivery of services realized a 26% savings on Building Department Services during first complete fiscal year.
- Restored a department that had a history of mismanagement and poor public perception by encouraging collaboration and imparting a general passion of excellence.
- Improved employee morale, internal communication and department efficiency by providing consistent support and training department-wide.
- Automated the Building Plans Review and Inspection process and improved record keeping in compliance with Florida State Statutes.
- Decreased the City's existing exposure and liability through the enforcement of Code and procedures.
- Improved Customer service through Staff reorganization and training.
- Increased the outreach and visibility of the Department within the community.

Seminole Tribe of Florida
Community Planning and Development Director

2004-2011

The Seminole Tribe of Florida is a federally recognized Tribe with six reservations throughout the state of Florida. As the Tribe's first professional planner and subsequent first Community Planning and Development Director, I was responsible for all current and long range planning efforts as well as the creation and maintenance of the Seminole Tribe of Florida's multi-million dollar Capital Improvement Plan.

Duties and Responsibilities:

- Worked directly with Tribal Council to achieve their goals. Prepared resolutions, plans and initiatives for review and approval by Tribal Council.
- Oversaw departmental role as the clearinghouse and coordinator for the lifespan of all Tribal development projects.
- Advocate for sustainability and best practices on all development projects.
- Directed staff in the synchronization of all required utilities, infrastructure and roads and the coordination of all required permits.
- Represented the Tribe's inter-governmental planning issues including, but not limited to United South and Eastern Tribes, Broward County MPO and multiple comprehensive plan amendment reviews in surrounding Cities.
- Provided planning expertise in regards to land acquisition and sovereignty issues.
- Prior to the establishment of the Emergency Operations Department, managed portions of the 2004-2006 hurricane season events. Worked with FEMA regarding reimbursements and represented the Tribe at regional EOC operations.

Achievements:

- Created and maintained multi-million dollar Capital Improvement Plan and Budget for six reservations throughout the state of Florida. This includes initial design, estimating and prioritization.
- Organized and structured the Tribe's first Community Planning and Development Department. This included restructuring the antiquated planning and permitting process to be more customer service oriented.
- Developed a community-based, customer-oriented department which works directly with the community. We received consistent positive reviews from the Tribal Community.
- Initiated first department-focused Strategic Planning process to get feedback from the community and Tribal Council on goals and vision for new Tribal Planning Department.
- Formed long-range comprehensive division which accurately measures Tribal growth, population and direct service needs which include Housing, Health and Education. This included directing the design of a unique computer-based Forecasting Model.
- Creation and implementation of Tribal Development Maps which have inspired the drafting of the Tribe's first Land Development Regulations. Additionally, using ArcGIS creates conceptual development plans for housing subdivisions, future roads and tribal facilities.
- Introduced Tribe's Master Land Planning process including eliciting departmental, Tribal and community participation. This process includes the creation of six reservation-specific Master Plan documents.

Palm Beach State College (Formerly Palm Beach Community College)
Adjunct Professor

2000-2007

Taught History of Design as part of the requirement curriculum for the Interior Design program. Class highlights included architectural and furniture history, materials history, and notable individuals. Classes included lectures, fieldtrips, and testing.

City of Hollywood, Florida
Principal Planner / Historic Preservation Officer

2001 – 2004

The City of Hollywood has a population of approximately 130,000 residents. There are over 1,000 structures individually designated or located within designated historic districts.

Duties and Responsibilities:

- Served as Principal Planner for the City of Hollywood. Coordinated development within the City of Hollywood including historic preservation activities.
- Served as Staff Liaison for the Development Review Board and Historic Preservation Board.
- Acted as liaison between property owners and County Historical Commission in matters pertaining to the tax abatement program.
- Participated in regional historic preservation planning activities.
- Supervised subordinates in Division activities.

Achievements:

- Created informational brochures on the historic district to educate existing and potential homeowners.
- Through research, expanded the knowledge of the city's historical architects; including working with the city archives in highlighting the existence of original plans for homeowners interested in restoration of their homes.
- Served as department liaison to neighborhood groups within the historic district which resulted in a cooperative approach to advocacy and city planning.
- Advocated and achieved the listing of the historic Joseph Young House on the Florida Trust for Historic Preservation's Most Endangered list, which resulted in the sale and full restoration of the abandoned historic structure.
- Secured a Florida Department of Historical Resources grant for a Historic Resource Study.
- Initiated first Historic Preservation Week activities, including conducting walking tours of historic downtown and historic Hollywood beach.

City of Miami Beach
Commission Aide

1998 – 2001

- Served as Staff Assistant to Commissioner Nancy Liebman.
- Duties included, but not limited to, addressing constituent concerns, working to improve city-wide quality of life, and meeting with administration regarding issues of concern to Commissioner Liebman, such as planning, zoning, historic preservation, cultural arts, education and code compliance. Represented Commissioner Liebman to development review boards, citizen advisory boards and community groups.

EDUCATION

Georgia State University
Master of Heritage Preservation, Historic Preservation

Atlanta, Georgia

Queens College
Bachelor of Arts, History

Charlotte, North Carolina

American Institute of Certified Planners (AICP)

Certified Planner Number 023225

Meredith Ulmer

40 Laurel Way, White GA 30184 | 678-899-5546 | mhardin2527@gmail.com

SUMMARY

Results oriented City Clerk and Assistant City Planner with progressive responsibility in municipal government with proficiency in streamlining processes, coordinating programs, and interfacing with professionals of all levels.

EXPERIENCE

Assistant City Planner

February 2020 to present

- Assists City Planner with sign permits, Historic, Zoning and Variance applications.
- Assists with landscape plans, zoning approval letters

January 2017 to present

City Clerk City of Cartersville (October 2014 to present)

- Documents City Council, Alcohol Control Board, Planning Commission, Board of Zoning Appeals and Historic Preservation Meetings
- Streamlined application process for Alcohol Licenses, implemented proper procedures to adhere to State regulations
- Implemented new Cityview Software within the Planning and Development Office
- Oversees qualifying for elections, issues permits, business licenses, special event permits, collects excise taxes: Hotel/Motel & Motor Vehicle Rentals, open record requests

Deputy City Clerk

2016 to January 2017

Issued permits, business licenses, documented City meetings

Code Enforcement

October 2014 to 2016

Consistently worked in the community to ensure City ordinance was enforced

Professor, Part Time

August 2014 to August 2019

GA Highlands College, Cartersville Campus

- Ensure students can demonstrate familiarity with basic concepts of American Government

Case Manager

March 2014 to October 2014

GA Department of Human Services, Cherokee County

- Documented cases, implemented home evaluations, created detailed reports for Court/agency, ensured safety for children

Senate Transportation Committee-Atlanta GA, Senate Aide 51st District Jan. 2013-April 2013

Council for Quality Growth-Duluth GA, Intern August 2012 – December 2012

EDUCATION

Kennesaw State University | Master of Public Administration, December 2012

-Graduate Student Association, Secretary July 2012 – December 2012 | -Public Administration Student Association, Member, August 2011 - December 2012

Brenau University | Bachelor of Political Science, December 2010

-Brenau Dean's List: Spring 2008, Spring 2010. Brenau Merit's List: Fall 2009, Fall 2010 | -Volleyball Scholarship recipient

References: Dean of Social Sciences, GA Highlands: Alan Nichols 706-368-7615, Planning Director, City of Adairsville:

Richard Osborne 470-529-4008, IT Director, Bartow County: TJ Leffew 770-688-6254

ELBERT L. WATERS, M.C.P., J.D.

Hialeah, Florida 33015

(305) 785-9757

elwatersandcompanyllc@gmail.com

Senior Executive Manager/Consultant

Community and Economic Development ■ General Public Affairs ■ Administration

SUMMARY OF QUALIFICATIONS:

An accomplished senior executive and urban planning consultant with over thirty years' experience in professional planning and economic development, federal program administration, and water resource management. Possesses extensive experience in coordination with local government; planning and management of complex urban development projects; authoring and management of local land-use and zoning regulations; the implementation of housing, neighborhood and community revitalization initiatives; and the planning, implementation and evaluation of economic development strategies. Extensive experience in real estate and economic development finance, strategic planning, and budget development. Strong leadership and diplomacy skills, a skilled consensus builder and decision maker with an intuitive sense for creative and analytical problem solving. A team player with solid character values, interpersonal skills and demonstrated ability to manage change and accomplish objectives in a dynamic environment.

PROFESSIONAL EXPERIENCE:

E.L. Waters and Company, LLC, established in 2005 provides consulting planning, zoning, and development services for public and private clients in Miami-Dade, Broward, and Palm Beach Counties. Currently, the Firm is the Planning and Zoning Consultants for the City of West Park, Florida; City of Miami Gardens, Florida (pop. 110,000). Also, the Firm served as Planning and Development Consultants for the City of Opa-Locka, Florida and prepared a FINDING OF NECESSITY for the Southeast Overtown Park West Redevelopment Agency of the City of Miami, Florida; City North Miami, Florida; and the City of Miramar, Florida.

South Florida Water Management District

Florida's largest water management agency, serving 16 counties, over 150 municipalities, over 7 million people, 1,800 employees with a \$1 billion budget, responsible for water supply, water quality, flood protection and the preservation and restoration of Florida's natural resources.

Broward Service Center Director

2005-2011

Lead all strategic and operational aspects of the delivery of water resource services to Broward County and the 31 cities within the county. Manage a staff of 6 and a budget of \$2.0 million. Serve as liaison for local, state, and federal governments and for community groups within Broward County. Provide and assist with the coordination of permitting and other agency functions, coordinate with local stakeholders, manage major projects and messaging.

City of West Palm Beach, Mayor's Office/City Administration

2003-2004

Assistant City Administrator
Responsible for the management and oversight of economic development services which included the Planning & Zoning Department, Economic & Community Development Department, Construction Services Department, Community Redevelopment Areas (CRA), and Code Enforcement.

City of North Miami, Community Planning and Development Department

2000-2003

Director of Community Planning and Development
Responsible for the administration and management of community services which includes, planning and zoning, code enforcement, building and permitting, housing/ economic development, Community Development Block Grant (CDBG) and the State Housing Initiative Partnership (S.H.I.P.) programs for the City.

U.S. Department of Housing and Urban Development, Miami, Florida

1998-2000

Community Builder Fellow
Responsible for federal coordination of the Miami-Dade Empowerment Zone, affordable housing initiatives and partnerships in Miami -Dade and Monroe Counties. Project Team Leader of the first Access Control Area Pilot Program in the country. The ACA program allows USHUD to sell its portfolio of single-family foreclosed properties at a 50% discount to Miami-Dade County. The program is now the national policy of U.S. HUD.

City of Miami Planning and Development Department, Miami, Florida

1986-1998

Chief, Land Development
Division Manager responsible for planning and design for short and long-range development of 1.6 square miles of downtown Miami. Major accomplishments include the extension of 12 additional stations to the downtown Metro Mover (People Mover) along approximately three miles of overhead guide way.

City of Miami Community Development/ N. E.T., Miami, Florida

1995-1998

Director
Responsible for the management, administration and implementation of the City of Miami's Community Development Block Grant Program (\$13.1 million); HOME Investment Partnership Program (\$4.2 million); Housing Opportunities for People with AIDS (\$8.8 million); Emergency Shelter Grant (\$346,000), Neighborhood Jobs Program (\$1.8 million), and the Neighborhood Enhancement Team. Managed programs totaling approximately \$29 million and a staff of 140. In addition, monitored and implemented fiscal and programmatic control over 190 projects and programs.

Office of the City Manager, City of Miami

1992-1995

Neighborhood Administrator
Assistant to the City Manager, responsible for the coordination and delivery of city services for Neighborhood District Three, population 40,000. City services included police, fire, building and code enforcement, sanitation, and planning and development services.

City of Miami Planning, Building and Zoning Department

1988-1992

Assistant Director
Responsible for administrative services, planning data and analysis and downtown planning of the department, with direct responsibility for management and budget of \$7 million and 114 staff. Coordinated policy implementation of the Downtown Master Plan and Development of Regional Impact. Coordinated planning activities with Metro-Dade County relative to the development of the Downtown Metro Mover (People Mover) transit system. Directed the Comprehensive Neighborhood Planning Division.

City of Miami, Planning Department

1987-1988

Planner III (Urban Designer/Downtown)
Project Manager (Urban Designer/Downtown) responsible for planning & design of short- and long-range development of downtown Miami, Florida (1.6 sq. miles). Also, responsible for neighborhood/ housing and commercial revitalization programs related specifically to housing and community development within the eight (8) Community Development Targeted Areas of the City.

Planner II

1984-1987

Principal Planner responsible for short- and long-range neighborhood/commercial revitalization programs; economic development planning; urban design; land development planning and transportation planning for four of eight neighborhood target areas of the City of Miami.

Opa-Locka Community Development Corporation

1982-1984

Industrial Development Specialist
Project Manager responsible for planning, development, management, marketing, financing, tenant negotiation and leasing of a 121-acre Airport Industrial Park valued \$2.5 million.

Wilbur Smith and Associates, Columbia, South Carolina

1978-

Urban Planner/Designer
Project Manager responsible for the development and management of firm-wide projects in the areas of architecture, urban design, land development planning, economic development, residential commercial, industrial development; and site feasibility analysis.

EDUCATION:

University of Miami School of Law, Coral Gables, Florida, Juris Doctor, 1998

Harvard University, Graduate School of Design, Cambridge, Massachusetts, 1985-1986 John L. Loeb Fellow in Advanced Environmental Studies

Florida International University, Miami, Florida, 1983 Graduate Studies in Advanced Real Estate Finance

Georgia Institute of Technology, Atlanta, Georgia, 1978, Master of City Planning - Specializing in Urban Design /Transportation Planning

Florida A&M University, Tallahassee, Florida, Bachelor of Technology, 1976, Architectural Engineering

AFFILIATIONS:

Member, Site Visitor Team, Planning Accreditation Board, APA, 1995-Present
Member, Alumni Council, Harvard University Graduate School of Design, 1994-1997
President, South Florida Greater Miami Chapter, National Forum for Black Public Administrators, 1993-1995
First Vice President, Gold Coast Chapter, American Planning Association, 1992-1994
Secretary Gold Coast Chapter, American Planning Association, 1989-1992
National Forum for Black Public Administrators, 1988-Present
National Council for Urban Economic Development, 1982-1990
Member, American Planning Association, 1978-Present
Member, Couples Ministry, Greater New Bethel Baptist Church

CIVIL AND FRATERNAL AFFILIATIONS:

Board Member, Urban League of Broward County, Florida, 2006-Present
Associate Member, Broward League of Cities, 2005-Present
Ex-Officio Member, South Florida Regional Planning Council, 2006-2011
Member, "WHOSWHO IN BLACK SOUTH FLORIDA," 2006-2007
Member, ADRAAC, Miami-Dade Housing Finance Authority, 2000-Present
LIFE Member, Omega Psi Phi Fraternity, Inc., 1973-Present
Member, One Hundred Black Men of South Florida, Inc., Miami Florida, 1990-1994
Member, Executive Board of Directors, Urban League of Greater Miami, Inc., 1984-1990
Band Member (Trumpet/Flugel Horn), Broward County Symphonic Band, 2009-Present

AWARDS

EXECUTIVE LEADERSHIP INSTITUTE, NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS,
LEADERSHIP MIAMI FELLOW, GREATER MIAMI CHAMBER OF COMMERCE, 1998

Nathan J Wira
13259 69th St. N
West Palm Beach, FL

May 27, 2020

Dear Director:

I am excited about the open opportunity in your warehouse. I graduated with a Bachelor of Science in Planning from Western Michigan University in 2012. I would like you to consider my skill set for the open position of Town Planner currently open at Pembroke Park, Florida. Based on my knowledge of the open position, I am qualified.

I am a self-motivated and very reliable individual that works well with others. I was the face you would meet if you ever had the opportunity to step up the service counter at the City of West Palm Beach. Any questions anyone had were first directed to me. I answered questions about zoning, business taxes, and any other questions related to their property. Often the questions were about Parks and Recreation, or Engineering. I made it my point to know the different departments, to help keep our service counter clear.

I am confident that my professional and educational background compliments my career choice. My passion of planning would make me a perfect fit at Pembroke Park,, Florida. Please carefully look over my resume and the site experience that I have acquired. I would welcome the opportunity to participate in a face to face interview... I would also like you to consider a skype interview if this would best fit your schedule.

I can be easily reached either by text, email, or by phone. Please let me know how I can get on your schedule to discuss the opportunity in the planning department at: Pembroke Park,, Florida.

Thank you!

Nathan J Wira

Nathaniel Jozef Wira

13259 69th St. N
West Palm Beach, FL 33412
Phone: (734) 578-4966
Email: wiranathan@gmail.com

Objective

Outgoing, college degreed Community Planner with +2 years' experience in the municipal setting, seeking to leverage my technical and professional expertise to grow my career in various aspects of urban planning.

Skills

Microsoft Office Suite proficient, customer service, communication, team membership, copy writing, personal ownership of task, self-motivation, organization and time management.

Professional Experience

Broward County (Plantation, FL) | October 2017 to January 2018

- County Planner
- Customer service relating to county impact fees
- E-permits promotion and processing
- Excel reports organization

City of West Palm Beach (West Palm Beach, FL) | May 2016 to October 2017

- Zoning Technician
- Planner-on-call customer service
- District business tax reviews
- Plan reviews for single family homes, accessory structures, pools and fences

Carlisle/Wortman and Associates (Ann Arbor, MI) | January 2015 to July 2015

- Associate
- Permit processing with BS&A software
- Fence applications processing
- Rental properties management data entering
- Public laws research as it relates to master planning
- Board meetings organizing and document drafting

Plymouth Downtown Development Authority (Plymouth, MI) | June 2011 to August 2011

- Internship
- Data collection for city parking study
- Peddler Ordinance drafting
- City business owners' customer service

Education

Bachelor of Science | Western Michigan University
Major | Community and Regional Planning
Minor | Political Science

Graduation: May 2012

Oakland Community College
Introduction to AutoCAD



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street
Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

June 22, 2015

To Whom It May Concern:

I am pleased to write this recommendation on behalf of Mr. Nathaniel Wira. Mr. Wira began working for Carlisle/Wortman Associates, Inc. in December of 2014. Mr. Wira has been involved with assisting a clients in their Building Department with that community's rental inspection program utilizing BS&A software. His primary responsibility was to help coordinate inspections and record information provided after inspection. Mr. Wira did an excellent job helping to organize old records within the department assisting with record retention, archiving files, etc.

Mr. Wira also assisted one of our Principal Planners (Mr. David Scurto) in organizing Planning Commission and Zoning Board of Appeals packets for distribution as well as assisting Mr. Scurto on various zoning cases.

He has established good relationships with his colleagues during his time in our company and shows a real enthusiasm when it comes to municipal planning and zoning work. We wish Mr. Wira the best of luck as he continues his education and career. Please feel free to contact me directly.

Sincerely,

CARLISLE/WORTMAN ASSOC., INC.

Douglas J. Lewan, ACIP, PCP
Managing Director
Carlisle/Wortman Associates

Richard K. Carlisle, *President* R. Donald Wortman, *Vice President* Douglas J. Lewan, *Principal* John L. Enos, *Principal* David Scurto, *Principal*
Sally M. Elmiger, *Associate* Brian Oppmann, *Associate* Zachary Branigan, *Associate*

RESOLUTION NO.2020-146

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF PEMBROKE PARK, FLORIDA APPOINTING _____
AS MAYOR OF THE TOWN OF PEMBROKE PARK, FLORIDA;
SUPERSEDING CONFLICTING RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Pembroke Park desire to appoint a as Mayor of
the Town of Pembroke Park.

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

Section 1: That _____ shall be appointed as Mayor of the Town of Pembroke Park,
Florida.

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 November, 2020.

ATTEST:

HOWARD P. CLARK
Vice Mayor Commissioner

GEOFFREY JACOBS
Clerk Commissioner

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



Memorandum

TO: Town of Pembroke Park Commission

FROM: Melissa P. Anderson, Town Attorney

DATE: November 10th, 2020

TITLE: Revised Memorandum Regarding Selection of Mayor, Vice-Mayor and Clerk-Commissioner

Inquiry

When, under the Charter, may the Town Commission of Pembroke Park ("Commission") choose a Mayor, Vice-Mayor and Clerk-Commissioner?

Relevant Law and Analysis

The Florida Constitution states in Article VIII, Section 2(b) in regard to the nature of municipal powers: *"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 power for municipal purposes except as otherwise provided by law."* The Town Charter of Pembroke Park (the "Charter") further states, in Section 13, in regard to the power of the Town Commission: *"The Commission may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised...The Commission may determine its own rule of procedure..."* Therefore, while Section 9 of the Charter mandates that the Town Commission select a Mayor, Vice-Mayor and Clerk-Commissioner after every election, nothing prohibits the Town from selecting a Mayor, Vice-Mayor and Clerk-Commissioner at any time. Therefore, by resolution the Town Commission may select a Mayor, Vice-Mayor and Clerk-Commissioner at any time.

Prepared by: Melissa P. Anderson, Town Attorney



Memorandum

TO: Town of Pembroke Park Commission
FROM: Melissa P. Anderson, Town Attorney
DATE: November 6th, 2020
TITLE: Appointment of Mayor, Vice-Mayor and Clerk-Commissioner

Inquiry

When, under the Charter, may the Town Commission of Pembroke Park ("Commission") choose a Mayor, Vice-Mayor and Clerk-Commissioner?

Relevant Law and Analysis

Section 9 of the Town Charter states, in part, *"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."*

The plain language of the Charter clearly states that the Commission shall by resolution at the first regular meeting after "every election" appoint a Mayor, Vice-Mayor and Clerk-Commissioner. Therefore, since an election occurred on November 3, 2020, the Town Commission has the authority to appoint a Mayor, Vice-Mayor and Clerk-Commissioner on November 10, 2020, which is the first regular meeting date after the November 3rd regular election.

Prepared by: Melissa P. Anderson, Town Attorney



Memorandum

TO: 11/04/2020
FROM: Commissioner Jacobs
MEETING DATE: November 10, 2020
TITLE: Theresa Ciummo remains

Background

Former Commissioner Theresa Ciummo passed away on May 19th, 2007 at 84 years old.

Summary

Since her passing, her cremated human remains have been sitting on the top shelf of the town's storage room.

Fiscal Impact

Unknown

Recommendation

I respectfully request we discuss what to do with her remains as to remove them from town hall. Here are some options. 1) Bury them in the town garden. 2) Plant a tree using them. 3) Scatter them at sea.

Prepared by: GRJacobs

11/10/2020

Page 1 of 1



Memorandum

TO: 11/09/2020
FROM: Commissioner Jacobs
MEETING DATE: 11/10/2020
TITLE: Public Comment Time Limits

Background

There has been no time set on public comments.

Summary

Public comments in most towns have a set time limit. This keeps the meetings moving along while still ensuring appropriate time for comments by the public.

Fiscal Impact

Unknown

Recommendation

I am respectfully recommending we set the public comment time limit to 3 minutes to each member of the public wanting to speak. The town does have a display timer to use for this purpose. All public comments shall happen at the appropriate time during the meeting for public comments.

Prepared by: GRJacobs



Memorandum

TO: 11/05/2020

FROM: Commissioner Jacobs

MEETING DATE: November 10, 2020

TITLE: Commission Voting

Background

A commission form of government has five commissioners of equal power. The reason I bring this forward is to have equality of voting among all five commissioners.

Summary

At previous meetings, the last vote was always cast by the Mayor. By doing so, the Mayor was the deciding vote every time we voted. With a commission form of government this is not a fair process as no one should always have the deciding vote. The vote should be staggered each time a vote is taken.

Fiscal Impact

Unknown

Recommendation

I respectfully recommend going forward, every time we vote, that the Town Clerk make the vote in a random order. This will ensure a fair process and one commissioner not having more power than the others.

Prepared by: GRJacobs

November 10, 2020

Page 1 of 1



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.

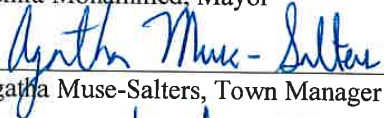
JESSICA MARIA BENITEZ,
doing business as **JMB DESIGNS &
GRAPHICS**


Jessica Maria Benitez

Date: 12/19/2019

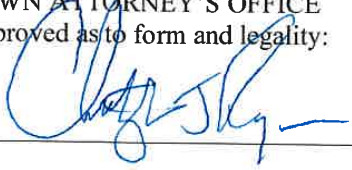
TOWN OF PEMBROKE PARK

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: 

RECEIVED JAN 21 2020

AGREEMENT

THIS AGREEMENT made and entered into by and between the TOWN OF PEMBROKE PARK, Florida, a municipal corporation of the State of Florida, 3150 SW 52 Avenue, Pembroke Park, Broward County, Florida 33023, (hereinafter referred to as "TOWN"), and TIDEWATER CONSULTING, INC., 115 East Park Avenue, Unit 1, Tallahassee, Florida 32301, (hereinafter referred to as "TIDEWATER")

WITNESSETH

WHEREAS, there is currently legislation pending in the Florida Legislature affecting the TOWN; and

WHEREAS, TIDEWATER is a consulting firm that employs registered lobbyists with the Florida Legislature and has experience working with matters that come before the Florida Legislature; and

WHEREAS, the TOWN desires to retain the services of TIDEWATER to represent the TOWN'S interest before the Florida Legislature.

NOW THEREFORE, in consideration of the foregoing premises and the mutual terms and conditions herein, the TOWN and TIDEWATER hereby agree as follows:

1. The TOWN agrees to retain the services of TIDEWATER and TIDEWATER agrees to represent the TOWN in matters before the Florida Legislature during the 2020 Legislative Session.

2. The parties agree that the TOWN shall pay TIDEWATER the sum of SIXTY THOUSAND AND 00/100TH (\$60,000.00) DOLLARS for its services during the term of this Agreement; Payable as follows: \$20,000 on January 15, 2020; and, \$20,000 on April 15, 2020; and, \$20,000 on August 15, 2020.

3. The TOWN further agrees to reimburse TIDEWATER for all reasonably expended out-of-pocket costs incurred in connection with this Agreement including, but not limited to airfare, hotel, meals, courier, federal express etc. in an amount not to exceed FIVE THOUSAND AND 00/100TH (\$5,000.00) DOLLARS.

4. TIDEWATER is and shall be in the performance of all work, services and activities under this Agreement, independent, and not an employee, agent or servant of TOWN. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to TIDEWATER'S sole discretion, supervision and control. TIDEWATER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects TIDEWATER'S relationship and the relationship of its employees to TOWN shall be that of an independent contractor and not as employees or agents of TOWN.

5. TIDEWATER agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or the subject matter or publish or otherwise disclose or permit to be disclosed or published any of the data or other information, obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying TOWN and securing its consent. TOWN shall not unreasonably withhold consent.

6. A. 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 EXTENTION 235, townclerk@townofpembrokepark.com. 3150 SW 52nd AVENUE, PEMBROKE PARK, FLORIDA 33023.

Contractor agrees to comply with Florida public records laws, specifically to:

1. Keep and maintain public records required by the Town of Pembroke Park to perform the service.
 2. Upon request from the Town of Pembroke Park'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 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Town of Pembroke Park.
 4. 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 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 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.
- B. Contractor agrees to return all phone calls from Town Commissioners by the close of business on the following business day.
- C. Contractor agrees to complete all assignments given to 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.

D. Contractor agrees to provide the Town Commission a status report of all the matters which the Contractor has undertaken by the direction of the Town Commission on a monthly basis.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

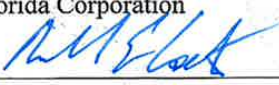
8. The term of this Agreement shall commence upon the execution of this Agreement by the parties and shall terminate on December 31, 2020 and may be renewed automatically for succeeding terms of two (2) additional years.

This Agreement may be terminated unilaterally by either party provided that thirty (30) days written notice of such termination is given by the party electing to terminate to the other party.

TIDEWATER may retain any and all amounts paid to it by the TOWN prior to the termination of the Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the dates set forth under their signatures.

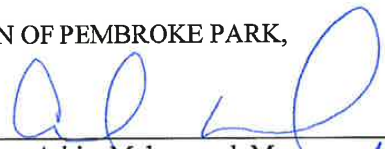
TIDEWATER CONSULTING, INC.
A Florida Corporation

By: 

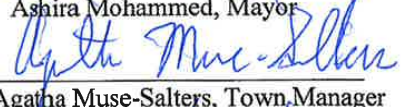
Print Name: Richard Carter
Authorized Representative

Date: 1/15/20

TOWN OF PEMBROKE PARK,

By: 

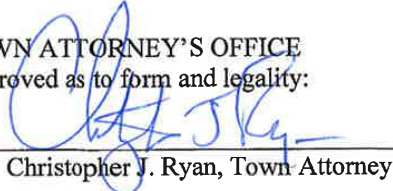
Ashira Mohammed, Mayor

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



Memorandum

TO: Town Commission

FROM: Joy Brown

MEETING DATE: November 10th 2020

TITLE: Turkey Giveaway

Background

Annual Turkey Giveaway

Summary

This event will provide approximately 350 to 400 turkeys (each turkey is about 10 to 12lbs) and dry goods (yams, cranberry mash potatoes, corn, gravy packets, stuffing, etc.) .

WalMart-.68 cents per pound. Limit 350 to 400

Aldi .87 cents per pound- Limit of 2

Winn Dixie .89 cents per pound- Limit of 1

Fiscal Impact

Not to exceed the budgeted amount of \$6000.00

Recommendation

To purchase the turkeys and additional dry goods from Walmart. I expect to spend no more than \$3600 on turkeys and the remaining amount will be for the dry goods. Furthermore, Walmart is the only vendor that is currently capable of accommodating the quantity needed for the event.

Prepared by: Joy Brown

Meeting Type
Date

Page 1 of 1

12:08

LT

aldi.us

ALDI savers

ALDI savers

87¢

Per Lb.

WAS \$1.29

BUTTERBALL

Whole Turkey
10-22 lb, Frozen



LIMIT
2





Sent from my iPhone



Town of Pembroke Park 21st Annual Holiday **TOY GIVEAWAY**



Each Child
will receive
an age
related gift &
meet Santa!



Thursday, December 17th, 2020
4 P.M. - 9 P.M.

Official Use:	
Initials _____	# _____



**Residents of Pembroke Park (with photo I.D.) can register
by December 11th, bring form between 7am - 5pm**
Contact Joy at Pembroke Park Town Hall:
3150 SW 52ND AVE, PEMBROKE PARK, FL 33023
954-966-4600, ext. 236

CHILDREN MUST BE PRESENT AND ACCOMPANIED BY AN ADULT

Brought to you by the Town Commission:

Mayor Ashira Mohammed (D5)	Vice Mayor Howard Clark (D2)	Clerk Commissioner Geoffrey Jacobs (D3)
Commissioner Reynold Dieuville (D4)	Commissioner Georgina Cohen (D1)	

----- CUT HERE -----
*****Residents must bring this flyer to the location above with a picture I.D. *****
*****PLEASE PRINT CLEARLY*****

Resident's Name: _____ Phone: _____

Name of Apt./Complex/Mobile Home _____

Address: _____

Email: _____

Children: _____
(Name, Age, Sex) (Name, Age, Sex)

(Name, Age, Sex) (Name, Age, Sex)

Under Florida law, e-mail addresses or phone numbers are public records.
 If you do not want your e-mail or phone number released in response to
 a public records request, do not send electronic mail or give your phone
 number to this entity. Instead, contact this office by phone or in writing.

Official Use:	
Initials _____	# _____






La Ciudad de Pembroke Park

22a Fiesta Anual

REGALO DE JUGUETE

Jueves, Diciembre 17, 2019

4 P.M. - 9 P.M.

Cada niño recibirá un regalo de edad relacionado y conocerá a Santa!

Uso Oficial:

Iniciales _____ # _____

Los Residentes de Pembroke Park (con foto I.D.) pueden registrarse antes del **11 de Diciembre**, traer la forma entre las horas de 7am - 5pm. Contactar a **Joseline** en la Ciudad de Pembroke Park con duda/pregunta:

3150 SW 52ND AVE, PEMBROKE PARK, FL 33023
954-966-4600, ext. 215

LOS NIÑOS DEBEN ESTAR PRESENTES Y ACOMPAÑADOS POR UN ADULTO

Traído a usted por la Comisión de la Ciudad:

Alcalde Ashira Mohammed (D5)	Vice Alcalde Howard Clark (D2)	Secretario Comisionado Geoffrey Jacobs (D3)
Comisionado Reynold Dieuville (D4)	Comisionada Georgina Cohen (D1)	

----- Corta aquí -----

*****Los residentes deben llevar este volante a la ubicación de arriba con foto I.D.*****

*****POR FAVOR IMPRIME CLARAMENTE*****

Nombre: _____ Teléfono: _____

Nombre de Apt./Complejo/Casa Móvil _____

Dirección: _____

Correo Electrónico: _____

Niños: _____ (Nombre, edad, sexo) _____ (Nombre, edad, sexo)

_____ (Nombre, edad, sexo) _____ (Nombre, edad, sexo)

Uso Oficial:

Iniciales _____ # _____

Según la ley de Florida, los correo electrónico o los números de teléfono son registros públicos. Si no desea que se publique su correo electrónico o número de teléfono en respuesta a una solicitud de registros públicos, no envíe correos electrónicos ni entregue su teléfono número a esta entidad. En su lugar, póngase en contacto con esta oficina telefónicamente o por escrito.



Town of Pembroke Park

Friday, December 11, 2020

EVENT CONTRACT

ACCOUNT: Joy Brown

CONTACT: Joy Brown

PHONE: 954-380-0982

ADDRESS:

EMAIL: jbrown@tppfl.gov

AREA: Private Event Room

EVENT MANAGER: Event Director GGs

EMAIL: events@ggswaterfront.com

PHONE: 954-929-7030

START TIME: 12:00 PM - **END TIME:** 4:00 PM

GUEST: 80

FOOD

Qty.		Price	Total
80	DIAMOND LUNCH MENU	\$39.00	\$3,120.00

FRESH BREAD HOUSE-MADE HUMMUS, BUTTER

STARTERS

POW POW SHRIMP | SWEET & SPICY CHILI SAUCE, SESAME SEEDS, SCALLIONS, CILANTRO

SALAD

CAESAR SALAD | ROMAINE HEARTS, PARMIGIANO-REGGIANO, GARLIC-HERB CROUTONS

ENTREES

SCALLOP & SHRIMP RISOTTO | SEASONAL MUSHROOMS, PARMIGIANO-REGGIANO, WILD ARUGULA

MUSHROOM CRUSTED CHICKEN BREAST | WHIPPED POTATO PURÉE, SAUTÉED BROCCOLINI, NATURAL ROSEMARY 'JUS'

PETITE FILET MIGNON | HERB POTATO PURÉE, GRILLED ASPARAGUS, HOUSE MADE STEAK SAUCE

DESSERT

KEY LIME PIE | MACADAMIA-GRAHAM CRUST, STRAWBERRY SAUCE, DEHYDRATED LIME

BANANAS FOSTER BREAD PUDDING [HOUSEMADE BRIOCHE, MILK CHOCOLATE, RUM BUTTERSCOTCH, CANDIED WALNUTS, CARAMELIZED WHITE CHOCOLATE, BRULEED BANANA

OTHER

Qty.		Price	Total
40	VALET-THIS IS AN ESTIMATE, FINAL AMOUNT WILL BE ADDED TO THE FINAL BILL	\$5.00	\$200.00

ESTIMATED BILLING

		Total
Misc		\$200.00
Food		\$3,120.00
Subtotal		\$3,320.00
State Sales Tax	7.0%	\$218.40
Service Fee	22.0%	\$686.40
Grand Total		\$4,224.80
Deposit	Unpaid	\$1,560.00
Estimated Amount Due		\$4,224.80
Food & Beverage Minimum	\$3,120.00 Total	\$0.00
	-\$3,120.00 Met	



Town of Pembroke Park

Friday, December 11, 2020

TERMS AND CONDITIONS

TERMS AND CONDITIONS

- 50% Deposit required at signing.
- This amount will be deducted from the final bill.
- Full payment in cash or credit card due at the conclusion of the event.
- Deposit refundable up to 30 days prior to event day.
- Signed contract is non-negotiable/non-transferable.
- All Food and Beverage is subject to 7% sales tax and 22% service fee.
- Prices and items subject to change.

Special Acknowledgements:

I am aware that I must call/email GG's Waterfront 5 days prior with a final guest count. I understand that I will be charged accordingly for this count, even if my actual number decreases.

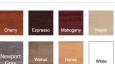
I am aware and understand GG's Waterfront policy of NO GLITTER, CONFETTI or DECORATIONS/ITEMS TACKED TO THE WALLS.

If using an external music source (Live, DJ or I-Phone), I will keep the volume at a reasonable level and will defer to GG's Management if asked to reduce the level.

Note: An unsigned/uninitialized contract accompanied by a payment/deposit (cash or credit card) is an executed and legally binding agreement.

Client Signature

No signature on file

COMPANY NAME: LagonHR, Inc. CONTACT: Nicole Rivera PH. NUMBER: 786-252-8349 EMAIL: nicole@lagonhr.net DATE: 10-22-20							
QTY	PHOTO	PHOTO	COLOR OPTIONS	DESCRIPTION	MEASUREMENTS	UNIT PRICE	TOTAL
Mayor's Office Lay out A (Chairs and Table)							
1			Black/Silver Finish Metal Leg	Lounge Chair with arms	31 1/4"W X 32"D X 31"H		\$380.00
1			Black/Silver Finish Metal Leg	Loveseat with arms	50"W X 32"D X 31"H		\$550.00
1			Black /Chrome Base	Executive Chair with arms.			\$280.00
4			Black /Chrome Base	Guest Chairs with arms.		\$229.00	\$916.00
1			Gray-All Colors	End Table	Overall Width: 24 " Overall Depth: 24 " Overall Height: 20 "		\$110.00
1			Gray-All Colors	Coffee Table	Overall Width: 49 " Overall Depth: 24 " Overall Height: 16 "		\$170.00
Mayor's Office Lay out A (Complete U Shaped with Hutch)							
1				Complete U Shape Desk-(Desk--1 Bow Executive Desk-1 Pedestal Box/Box/File-1 Front Glass) (1 Right Return) (Credenza-1 Executive Credenza-1 Pedestal File/File) (Hutch- 1 Open Hutch -1 Back Support with hole grommets-4 Glass Doors)	(Desk 72"W x 36"D) (Bridge 42"W X 24"D) (Credenza 72"W X 24"D)		\$1,550.00
1				36"W Round Conference Table with X Base. (No Glass)	36"Round		\$200.00
Secretary's Lay out B (Chairs)							
2			Black /Chrome Base	Guest Chairs with arms.		\$229.00	\$458.00
1			Mesh Back/Fabric Seat-Black	Low Back Chair with Adjustable Arms/Adjustable Back -Stock- (Regulat Price \$240.00) (Secretary's Lay out B)			\$160.00
Secretary's Lay out B (Complete Set Desk with drawes-Credenza with Hutch)							
1				Complete Desk Set-(Desk--1 Rectangular Executive Desk-1 Pedestal Box/Box/File-1 Front Glass) (Credenza-1 Executive Credenza-1 Pedestal File/File) (Hutch- 1 Open Hutch -1 Back Support with hole grommets-4 Glass Doors)	(Desk 66"W) (Credenza 66"W X 24"D)		\$1,300.00
				Small Center Table \$240.00	24" Round-Clear Glass Top		\$240.00
Assembly, Removal Of Debris, and Delivery Price 3150 SW 52nd Ave Pembroke Park, FL 33023 (Second Floor) (Elevator) -\$595.00							
Any Accessories From Any Of Photos Aren't Included.							
Merchandise Available 1-2 Working Weeks/Before or In Stock							
Sub Total							\$6,909.00
Sales Tax							\$483.63
Total							\$7,392.63

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

maria@lagomhr.net

Color	Mfg	Qty	Tag	Part Number	Part Description	Sell	Ext Sell	
1		TER	1	ATTORNEY'S OFFICE LAY OUT A	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
					POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
2		TER	1	ATTORNEY'S OFFICE LAY OUT A	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
					POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
3			1	ATTORNEY'S OFFICE LAY OUT A	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
4			1	ATTORNEY'S OFFICE LAY OUT A	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
5			1	ATTORNEY'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
6			4	ATTORNEY'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S.					Subtotal		\$ 3,509.91	
7		TER	1	ATTORNEY'S OFFICE LAY OUT B	U-Shape Desk, Alum. Door Hutch	U-Shape Desk with 72"x36/42" Bow Front Desk, 24"x42" Bridge and 72"x24" Credenza, Box/Box/File and File/File Pedestals, 72" Hutch with Alum./Glass ...	\$ 1,299.99	\$ 1,299.99
					POR Bow Front Desk Shell Bridge Credenza Shell Full Pedestal Full Pedestal Hutch Shell Glass Door Set	Porto Mahogany TL-7236BF-POR TL-4224CBR-POR TL-7224CS-POR TL-BBF-POR TL-FF-POR TL-72HUTCH-POR TL-DOORALUM		
8		TER	1	ATTORNEY'S OFFICE LAY OUT B	Lateral with Hutch	Lateral File, 2 Drawers, 36"W x 22"D with 36" Open Hutch	\$ 449.99	\$ 449.99
					POR	Porto Mahogany TL-LAT2DR-POR TL-36HUTCH-POR		
9			1	ATTORNEY'S OFFICE LAY OUT B	TL-66BOOK-POR	Bookcase 66H - Mahogany	\$ 269.99	\$ 269.99
10			1	ATTORNEY'S OFFICE LAY OUT B	TL-42RD-POR	Round Table 42W - Mahogany	\$ 189.99	\$ 189.99
11			1	ATTORNEY'S OFFICE LAY OUT B	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
12			4	ATTORNEY'S OFFICE LAY OUT B	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
S.					Subtotal		\$ 3,509.91	
13		TER	1	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
						Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		

Approved By Initialing _____

1 of 3

Town of Pembroke Pines_Law & May.sp4

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

maria@lagomhr.net

Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-COFFEE-GL	Coffee Table - Gray/Glass	\$ 239.99	\$ 239.99
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-CC-GRY	Ortona Lounge Chair - Gray	\$ 399.99	\$ 399.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 5,488.87
1		TER	MAYOR'S OFFICE LAY OUT A	U-Shape-Glass-2 Peds	Verona Executive U-Shape with Glass Modesty Panel	\$ 1,099.00	\$ 1,099.00
					Textured Grey Non-Handed VL-7236BF Desk Shell VL-4224CBR Bridge Shell VL-7224CS Credenza Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-7236BFMOD-GL Glass Modesty		
1		TER	MAYOR'S OFFICE LAY OUT A	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 549.99	\$ 549.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S OFFICE LAY OUT A	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S OFFICE LAY OUT A	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S OFFICE LAY OUT A	VL-END-GL	End Table - Gray/Glass	\$ 199.99	\$ 199.99
1			MAYOR'S OFFICE LAY OUT A	VL-RD42-GL	Round Table 42W - Gray/Glass	\$ 269.99	\$ 269.99
1			MAYOR'S OFFICE LAY OUT A	ORTONA-LS-GRY	Ortona Love Seat - Gray	\$ 569.99	\$ 569.99
1			MAYOR'S OFFICE LAY OUT A	Prato	HB Chair - Black	\$ 299.99	\$ 299.99
4			MAYOR'S OFFICE LAY OUT A	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 999.96
Subtotal							\$ 4,848.89

Approved By Initialing _____

2 of 3

Town of Pembroke Pines_Law & May.sp4

OFFICE FURNITURE WAREHOUSE

SOLD TO:

Harry Taubenfeld
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park FL., 33023
P: 954.444.1777, F: 786.510.0877

3411 NW 72nd Avenue Miami Florida, 33122
Tel: 305.266.4447 Fax: 304.477.2821

SHIP TO:

Prepared by
Carolina Clayton

Tue Oct 13 14:42:18 2020

maria@lagomhr.net

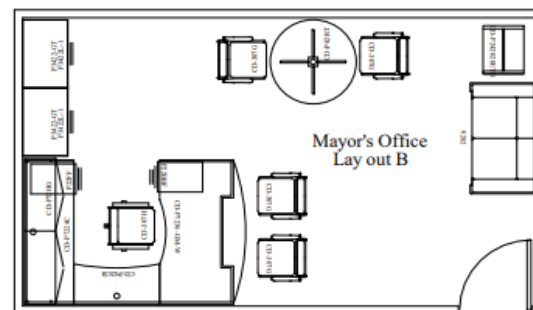
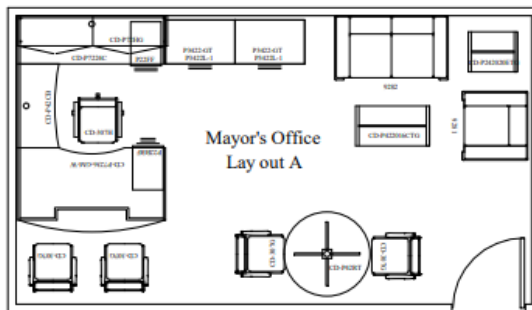
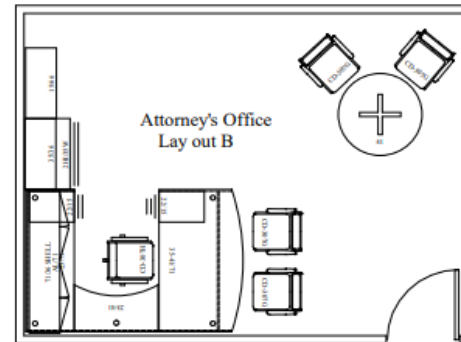
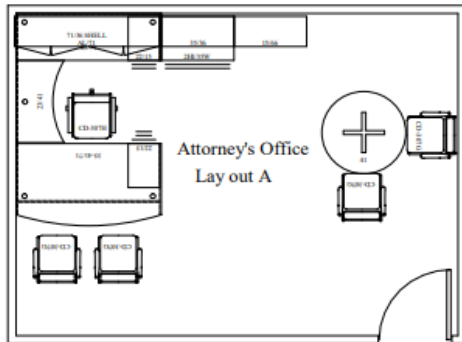
Qty	Color	Mfg	Tag	Part Number	Part Description	Sell	Ext Sell
1		TER	MAYOR'S SECRETARY LAY ...	66" Right L-Shape-2 Peds	Verona Double Pedestal 66" L-Shape with Glass Modesty Panel	\$ 849.99	\$ 849.99
					Textured Grey Right Hand Return VL-6630 Desk Shell VL-4224RR Return Shell VL-BBF Box/Box/File Storage VL-FF File/File Storage VL-6630MOD-GL Glass Modesty		
2			MAYOR'S SECRETARY LAY ...	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S SECRETARY LAY ...	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S SECRETARY LAY ...	ROGUE-HB	Rogue HB Task Chair - Black	\$ 229.99	\$ 229.99
2			MAYOR'S SECRETARY LAY ...	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 499.98
1		SAF	MAYOR'S SECRETARY LAY ...	5095-WH	Glass Accent Table-White	\$ 109.99	\$ 109.99
Subtotal							\$ 2,549.93
1		TER	MAYOR'S SECRETARY LAY ...	66" SP Desk-GL	Verona Single Pedestal Desk - 66"W x 30"D with Laminate Modesty Panel	\$ 539.99	\$ 539.99
					Textured Grey VL-6630 Desk Shell VL-BBF Box/Box/File Storage VL-6630MOD-GL Glass Modesty		
1		TER	MAYOR'S SECRETARY LAY ...	72" SP Credenza	Verona Single Pedestal Credenza - 72"W x 24"D	\$ 389.99	\$ 389.99
					VL-7224CS Credenza Shell VL-FF Box/Box/File Storage		
1		TER	MAYOR'S SECRETARY LAY ...	72" Glass Door Hutch	72"W Hutch with Aluminum Door Set	\$ 539.99	\$ 539.99
					Textured Grey VL-72HUTCH VL-DOOR-GL		
2			MAYOR'S SECRETARY LAY ...	VL-LAT2DR-GRAY	Lateral File - Gray	\$ 429.99	\$ 859.98
2			MAYOR'S SECRETARY LAY ...	VL-34TOP-GL	Glass Top For Lateral & 2-Door	\$ 0.00	\$ 0.00
1			MAYOR'S SECRETARY LAY ...	ROGUE-HB	Rogue HB Task Chair - Black	\$ 229.99	\$ 229.99
2			MAYOR'S SECRETARY LAY ...	Prato-GST-BLK	Guest Chair - Black	\$ 249.99	\$ 499.98
1		SAF	MAYOR'S SECRETARY LAY ...	5095-WH	Glass Accent Table-White	\$ 109.99	\$ 109.99
Subtotal							\$ 3,169.91
1		OFW	Z-Services	OFWREG	Delivery, Installation and Off-Site Trash Removal	\$ 885.00	\$ 885.00
					Regular Business Hours - MON thru FRI 8am -5pm Building Restriction may incur additional charges Non-Split Delivery		
Grand Total							\$ 23,962.42

Approved By Initialing _____

3 of 3

Town of Pembroke Pines_Law & May.sp4

Thank you for the opportunity to quote your office furniture.

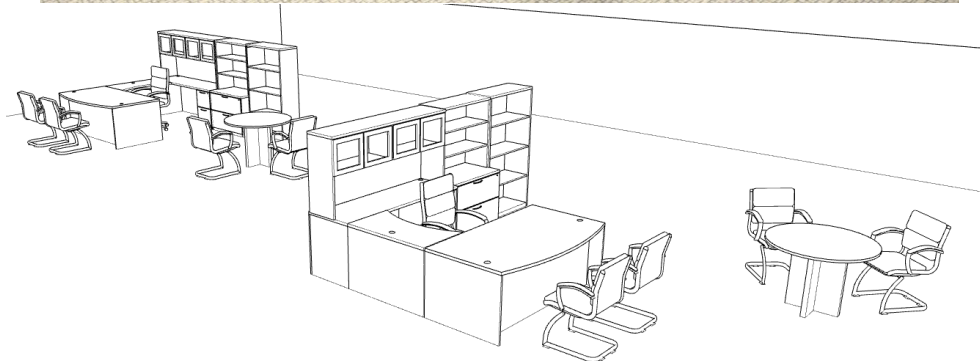
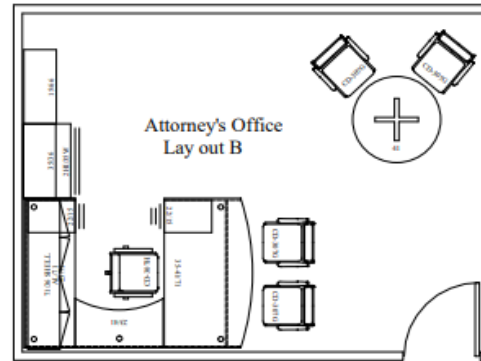
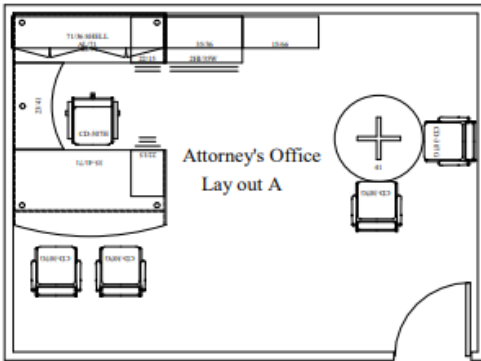


**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com



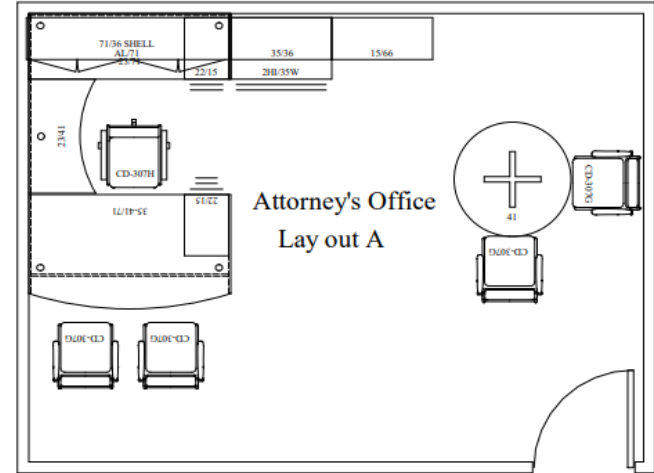
**OFFICE
FURNITURE
WAREHOUSE**
miami
Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

Attorney's Office Lay out A

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



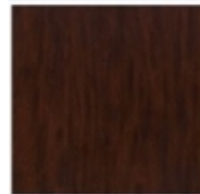
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : **IN STOCK**

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

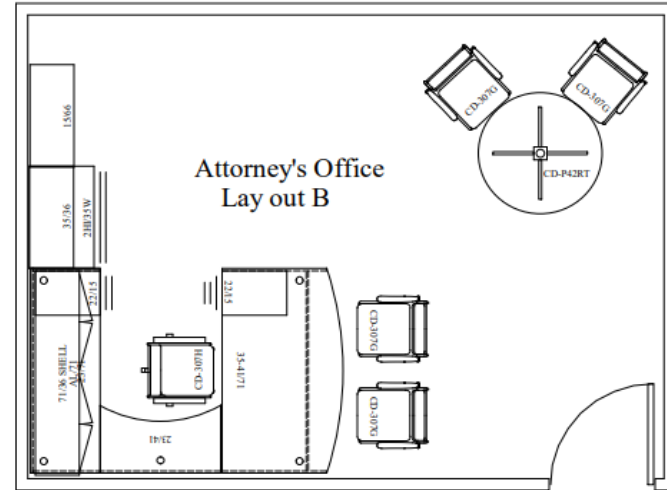
cclayton@ofwfl.com

Attorney's Office Lay out B

\$ 3,509.91



\$1,299.99ea.



\$449.99ea.



\$269.99ea.



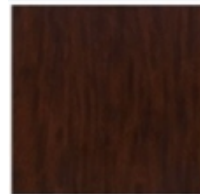
\$189.99ea.



\$299.99ea.



\$249.99ea.



MAHOGANY

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**

Carolina Clayton.

Alt.: 305.342.2363

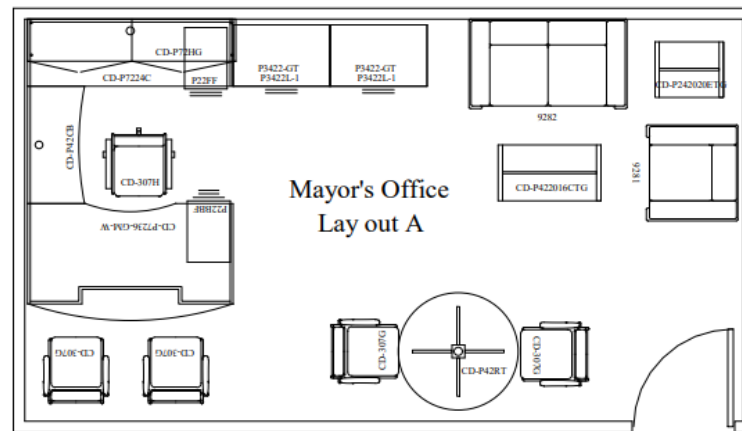
cclayton@ofwfl.com

Mayor's Office Lay out A

\$ 5,488.87



\$1,648.99ea.



\$269.99ea.



\$429.99ea.



\$569.99ea. **BLACK LEATHER*



\$299.99ea.

\$249.99ea.



\$399.99ea. .BLACK LEATHER***



GRAY



\$239.99ea.



\$199.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

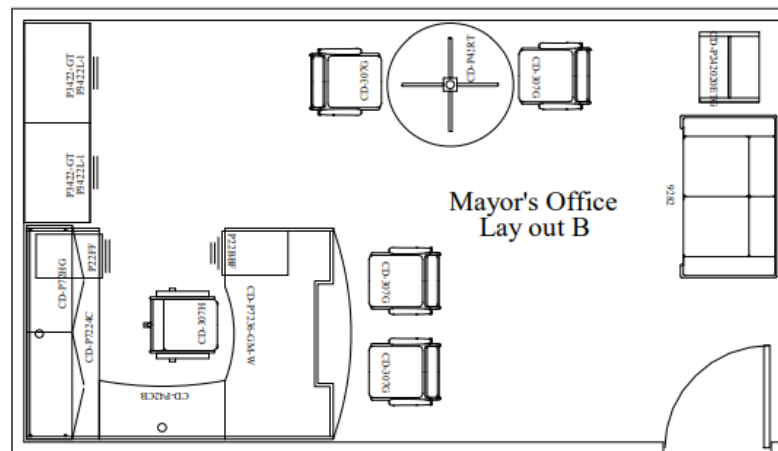
cclayton@ofwfl.com

Mayor's Office Lay out B

\$ 4,848.89



\$1,648.99ea.



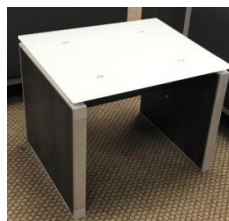
\$269.99ea.



\$429.99ea.



\$569.99ea.BLACK LEATHER***



\$199.99ea.



GRAY



\$299.99ea.



\$249.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Secretary's Lay out A

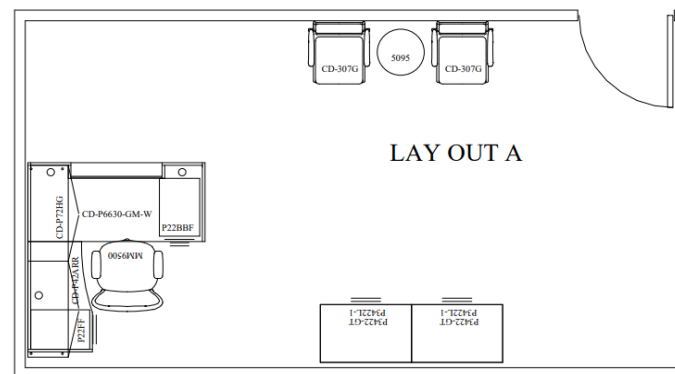
\$ 2,549.93



\$849.99ea.



\$429.99ea.



\$229.99ea.



\$249.99ea.



Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
miami

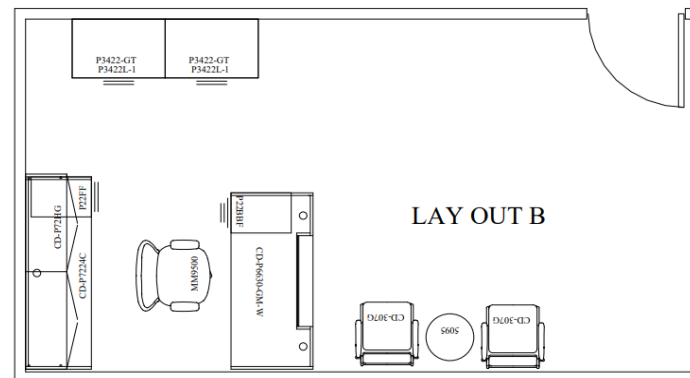
Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

Secretary's Lay out B

\$ 3,169.91



\$229.99ea.



\$249.99ea.



\$429.99ea.

Approved by: _____

Date: _____

Room dimensions provided by customer.

Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

PRATO HB Executive Chair



SPECIFICATIONS

Overall width	26"
Overall depth	26"
Overall height	43" - 46"
Seat height	18" - 21"
Seat depth	19.5"
Seat width	19"
Back height from seat	25"
Carton Weight (LBS)	49.61
Carton Volume (CFT)	7.558
Carton Size	26.78"W x 25.20"D x 31.50"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

FEATURES

- Pneumatic Seat Adjustment
- Tilt Tension Adjustment

Approved by: _____
 Date: _____
 Room dimensions provided by customer.
 Lead time : IN STOCK

**OFFICE
FURNITURE
WAREHOUSE**
 MIAMI

Carolina Clayton.
 Alt.: 305.342.2363
cclayton@ofwfl.com

PRATO Guest Chair



SPECIFICATIONS

Overall width	23"
Overall depth	23"
Overall height	36"
Seat height	19"
Seat depth	19.5"
Seat width	19"
Back height from seat	17"
Carton Weight (LBS)	33.29
Carton Volume (CFT)	9.323
Carton Size	27.96"W x 23.23"D x 24.81"H
Carton Quantity	1

MATERIALS

Material	Aluminum, Chrome, Bonded Leather
Base Material	Aluminum
Back Material	Bonded Leather
Seat Material	Bonded Leather

**OFFICE
FURNITURE
WAREHOUSE**
MIAMI

Carolina Clayton.
Alt.: 305.342.2363
cclayton@ofwfl.com

Approved by: _____
Date: _____
Room dimensions provided by customer.
Lead time : IN STOCK



Ft. Lauderdale

2099 West Atlantic Boulevard
Pompano Beach Florida, 33069
954-968-4700

MIAMI

3411 NW 72nd Avenue
Miami Florida, 33122
305-266-4447

PRODUCT WARRANTIES

Systems (Friant)

LIMITED LIFETIME

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the initial purchaser owns the product. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse, within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product.

TL Laminate Products

2 YEARS

This warranty is given to the initial purchaser and is valid from the date of purchase, for as long as the product is owned by the initial purchaser. This warranty covers defects in material and craftsmanship found during normal usage of the product during the warranty period. If the product is defective, and if written notice of the defect is given to Office Furniture Warehouse within the applicable warranty period, Office Furniture Warehouse, at its option, will either repair or replace the defective product with a comparable component or product. This warranty applies to all TL Laminate Products

OFW Seating

2 YEARS

All chair frames, including metal, gas cylinders, wood and plastic parts, and control mechanisms are guaranteed against structural failure for three years, under normal commercial use and to the original purchaser. Casters and upholstery (fabric and mesh) have a three year commercial use warranty. Standard commercial use is defined as the proper usage for one single shift, a total of 40 hours or less per week and by individuals weighing 250 lbs or less.

Should any item require repair, please return product to us. Please request written authorization before returning defective parts to OFW, returned defective parts will not be accepted without prior written authorization. Labor and service are not covered under this warranty. This warranty does not apply to items subjected to abuse, misuse, neglect, alteration, or damage caused by shipment, storage, accident, fire, food or an act of nature.

Warranty Exceptions:

- Natural variations in wood grain, figure or the presence of character marks
- Matching of colors, grains, textures
- Changes in surface finishes due to aging or exposure to light
- Damage, marking or staining of surfaces due to contact with rubber or similar compounds
- Damage from sharp objects or imprinting from writing instruments, computer equipment or prolonged exposure to fluids or sun
- Checking or delaminating due to changes in temperature or improper care or storage
- Damage caused by misuse or improper care

Office Furniture Warehouse does not guarantee the matching of colors, grain or texture, except to within commercially acceptable standards.

A product will not be considered defective, and Office Furniture Warehouse will not be obligated to replace it, if it is not installed in a proper manner (i.e., product not leveled, not secured properly, etc...).

Except as noted above, Office Furniture Warehouse makes no express or implied warranties as to any product, and in particular makes no warranty of fitness for any particular use. At Office Furniture Warehouse' option, product repair and/or replacement are the customer's exclusive remedy for any and all product defects.

Office Furniture Warehouse shall not be liable for consequential, economic or incidental damages arising from any product defect.

www.ofwfl.com



Carolina Clayton.

Alt.: 305.342.2363

cclayton@ofwfl.com

U Shape Set – all laminate \$1,730

- 1 Bowfront desk 72"x36/41"x29"
- 1 Bridge 42"x24"
- 1 Credenza shell 72"x24"x29"
- 1 Box/Box file pedestal
- 1 File/File pedestal
- 1 Hutch laminate doors with tempered glass top



U Shape Office – Tempered glass accent **\$1,999**



- 1 Bowfront desk
72"x36/41"x29" with tempered glass modesty panel
- 1 Bridge 42"x24"
- 1 Credenza shell 72"x24"x29"
- 1 Box/Box file pedestal
- 1 File/File pedestal
- 1 Hutch tempered glass doors and top

Deluxe credenza with 4 drawer lateral file **\$999**

- **Overall Dimensions of desk:** 72"W x 24"D



42" Round table \$219



- **Approximate Dimensions:** 42"x29"
- **Color:** Noce
- Round top
- Wire management ready
- Aluminum soft touch wire management cover
- Knee space x-base
- Tungsten grommet cover at center point
- 1" thick top panel
- 3mm matching PVC edge
- Black adjustable glides
- Cam lock ready for easy assembly
- Low glare laminate technology increases focus and concentration
- CARB compliant
- Exceed ANSI/BIFMA quality standards



New York HB chair set(3 chairs) **\$499**

(Promo set includes 1 guess chair for free)



New York HB chair set(3 chairs) **\$499**

(Promo set includes 1 guess chair for free)

New York Guest chair
\$199



Plaza Love Seat

\$670

- Stunning tufted bonded leather upholstery
Hard chrome plated steel reinforced frame
Aluminum, steel, bonded leather and foam

Dimensions: 30 3/4" H × 57" W × 31 " D



Plaza Lounge Chair- Black \$469



Sereno glass top table \$239

- Dimensions: **24"Wx24"Dx20"H**
- Chrome frame
- Clear tempered glass
- Polished flat edge



Summary Mayor's office

- 1 U shape desk with hutch and 2 pedestals – all laminate @ \$1,730
- 1 Deluxe credenza with 4 filing drawers @\$999
- 1 Round table 42" @\$219
- 1 New York set (1 Executive and 2 Guest) @\$499
- 2 New York guest chair @199 each = \$398
- 1 Coffee table for lounge area @\$239
- 1 Love seat @\$670
- 1 Lounge chair @\$469

Sub-Total: \$5,222 + Tax

Secretary

Desk with
Box/Box/File –
Tempered glass
modesty panel **\$649**

- Desk 60"wx30"Dx29"
- Includes Box/Box/File



Desk with Box/Box/File – all lamininate **\$529**

- Desk 60"wx30"Dx29"
- Includes Box/Box/File



Deluxe credenza with 4 drawer lateral file and hutch on top \$1,549

Overall Dimensions of desk: 72"W x 24"D



Sereno glass top table \$239

- Dimensions: **24"Wx24"Dx20"H**
- Chrome frame
- Clear tempered glass
- Polished flat edge



Summary Secretary's office

- 1 Desk with BBF pedestal – all laminate \$529
- 1 Credenza with 4 drawer filing cabinet and hutch on top \$1,549
- 1 New York Set chair \$499
- 1 Sereno tempered glass coffee table \$239

Sub-Total: \$2,816 + Tax

Delivery and professional installation (Two Offices): \$399