



AGENDA

REGULAR COMMISSION MEETING

7:00 PM - Wednesday, June 9, 2021
Council Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA	
5. PRESENTATIONS / PROCLAMATIONS	
6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
7. REPORTS OF COMMITTEES AND CITY STAFF	
7.1. Fire Department Report for Commission Review - Chief Kane FIRE Dept Report May 2021	6 - 10
8. CONSENT AGENDA	
8.1. Approval of Minutes - Town Clerk Martell May 12, 2021 Regular Commission Meeting May 12, 2021 Pension Board Meeting May 26, 2021 Workshop Commission Meeting 05 12 2021 PENSION BOARD Minutes 05 12 2021 REGULAR COMMISSION MINUTES 05 26 2021 Workshop Commission Meeting	11 - 25
8.2. Bills over \$500 - Finance Director Taubenfeld Bills Over \$500 June 9 2021	26
8.3. 2020 Fiscal Year End Audit report - Finance Director Taubenfeld Fiscal 2020 Year End Audit Staff recommends approval of 2020 Fiscal Year End Audit 2020 AUDIT PEMBROKE PARK FINAL	27 - 103

- 8.4. Resolution 2021-034 FDEP Water Protection Grants Program - Town Planner Siegel 104 - 107
RESOLUTION NO. 2021-034
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO APPLY FOR THE FLORIDA WATER PROTECTION GRANT PROGRAM; AUTHORIZING THE TOWN PLANNER TO EXECUTE THE GRANT APPLICATION;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
- Approval of Resolution 2021-034
[Agenda Item Report - AIR-21-136 - Pdf](#)
- 8.5. Purchase of Software Firewall for Police Department 108 - 123
Approve the purchase of the Software Firewall from SBF Solutions.
[Agenda Item Report - AIR-21-133 - Pdf](#)
- 8.6. Anti Virus For Police Department - IT Director Taubenfeld 124 - 125
The Town Purchase Anti Virus for Police Department
[Agenda Item Report - AIR-21-130 - Pdf](#)
- 8.7. Easement Agreement - School Board of Broward County - Interim Public Services Director Jacques 126 - 143
We recommend approval of said agreement.
[Agenda Item Report - AIR-21-125 - Pdf](#)
9. RESOLUTIONS
10. ORDINANCES - 2ND READING
- 10.1. Solid Waste Collection - Town Attorney Anderson 144 - 150
ORDINANCE 2021-005
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 “SOLID WASTE COLLECTION” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY;** PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
- Approve revisions to Chapter 11, Article IV, Division 4 “Solid Waste Collection”
[Agenda Item Report - AIR-21-107 - Pdf](#)
[2021-005 solid waste collection ord](#)

- 10.2. Procurement Code Ordinance - Town Attorney Anderson 151 - 178
ORDINANCE NO. 2021-006
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING ARTICLE V “PROCUREMENT” BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V “PROCUREMENT”**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.
- Recommend the Commission approve the Procurement Code Ordinance
- [Agenda Item Report - AIR-21-106 - Pdf](#)
[2021-006 PROCUREMENT ENACTING ORDINANCE](#)
[2021-006 Exhibit procurement strikethrough](#)
11. NEW BUSINESS
- 11.1. Calvin, Giordano & Associates - engineering contract renewal - Interim Public Services Director Jacques 179 - 209
- We recommend that the Commission approve the last renewal of this contract for civil engineering.
- [Agenda Item Report - AIR-21-137 - Pdf](#)
- 11.2. Engineering and Consulting Services for Hardening of the Town Hall and Police Department 210 - 212
- Approve the purchase of the Consulting Service.
- [Agenda Item Report - AIR-21-138 - Pdf](#)
- 11.3. Internet for the New police Department and backup for the Town 213 - 245
- Approve the purchase of the Internet from Crown Castle and ACC.
- [Agenda Item Report - AIR-21-139 - Pdf](#)
12. OLD BUSINESS
13. DISCUSSION
- 13.1. Prioritization of Surtax Projects - Town Planner Siegel 246 - 258
- Provide Staff with direction on project prioritization.
- [Agenda Item Report - AIR-21-134 - Pdf](#)

- 13.2. Appointments to the Charter Review Committee - Town Attorney Anderson
Ms. Lucy Weber, District 3
Mr. Gary Schrader, District 1
Ms. Evelyn Cunningham, District 4
Ms. Paulette Walker, District 5
District 2

Recommend the Commission appoint members to the Charter Review Committee and set a date for the first meeting of the Committee

- 13.3. Structural repairs at the West Corridor 1st Floor due to Air Conditioning System - Building Official Nunez
- 13.4. Building Department Renovation Change Orders - Town Manager Jimenez 259
[Change Orders for approval](#)
- 13.5. Personal Floating Day - Mayor Jacobs, HR Menegazzo
- 13.6. Juneteenth Holiday - Mayor Jacobs, HR Menegazzo, Town Manager Jimenez
- 13.7. Schedule a Special Commission Meeting on July 21st to discuss applicants to fill Vice Mayor's seat - Town Manager Jimenez
- 13.8. Vaccination extension to Saturday, June 26th - Administrative Assistant Brown

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

Commissioner Clark
Clerk Commissioner Dieuveille
Vice Mayor Cohen
Mayor Jacobs

17. ANNOUNCEMENTS

Special Magistrate Hearing on Wednesday, June 16th at 9:00 AM in the Commission Chambers

No Commission during the summer.

Workshop Meeting on Wednesday, August 25th at 6:00 PM in the Commission Chambers

18. 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.

IncidentNumber	SignalDesc	Zone	CreateTime	DispatchTin	ArrivalTime	ClosedTime	Signal
FPK21050100000674	MENTAL ILLNESS	27B	5/1/2021	5/1/2021	5/1/2021	5/1/2021	S20
FPK21051300000734	ELECTRICAL UTILITY FIRE	27A	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S25EH
FPK21051300000730	MULTIFAMILY STRUCTURE FIRE (GREATER THAN 5	27A	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S25MF
FPK21053100000820	SMOKE INVESTIGATION	27A	5/31/2021	5/31/2021	5/31/2021	5/31/2021	S25SI
FPK21052300000786	VEHICLE FIRE	27Y1	5/23/2021	5/23/2021	5/23/2021	5/23/2021	S25VF
FPK21052300000787	VEHICLE FIRE	27Y1	5/23/2021	1/1/0001	1/1/0001	5/23/2021	S25VF
FPK21052800000809	VEHICLE FIRE	27Y2	5/28/2021	5/28/2021	5/28/2021	5/28/2021	S25VF
FPK21050600000700	ASSAULT	27B	5/6/2021	5/6/2021	5/6/2021	5/6/2021	S31IJ
FPK21050800000707	SUICIDE ATTEMPT	27B	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S32
FPK21050800000714	SUICIDE THREAT	27A	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S32T
FPK21051400000737	SUICIDE THREAT	27A	5/14/2021	1/1/0001	1/1/0001	5/14/2021	S32T
FPK21051400000738	SUICIDE THREAT	27A	5/14/2021	5/14/2021	5/14/2021	5/14/2021	S32T
FPK21052000000775	SUICIDE THREAT	27B	5/20/2021	1/1/0001	1/1/0001	5/20/2021	S32T
FPK21052900000811	SUICIDE THREAT	27B	5/29/2021	5/29/2021	1/1/0001	5/29/2021	S32T
FPK21050600000699	STABBING	27B	5/6/2021	5/6/2021	5/6/2021	5/6/2021	S34
FPK21050700000705	SEXUAL BATTERY	27B	5/7/2021	5/7/2021	5/7/2021	5/7/2021	S35IJ
FPK21051700000757	FIGHT	27A	5/17/2021	5/17/2021	5/17/2021	5/17/2021	S36IJ
FPK21050400000691	DOMESTIC DISTURBANCE	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S38IJ
FPK21051400000741	DOMESTIC DISTURBANCE	27A	5/14/2021	5/14/2021	5/14/2021	5/14/2021	S38IJ
FPK21051500000746	DOMESTIC DISTURBANCE	27B	5/15/2021	1/1/0001	1/1/0001	5/15/2021	S38IJ
FPK21050900000717	HIT & RUN ON HIGHWAY	27Y2	5/9/2021	5/9/2021	5/9/2021	5/9/2021	S3H
FPK21051300000733	TRAFFIC ACCIDENT STANDBY	27Y1	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S4
FPK21050300000681	FIRE ALARM - COMMERCIAL STRUCTURE	27B	5/3/2021	5/3/2021	5/3/2021	5/3/2021	S49CF
FPK21051700000756	FIRE ALARM - COMMERCIAL STRUCTURE	27B	5/17/2021	5/17/2021	5/17/2021	5/17/2021	S49CF
FPK21053000000815	FIRE ALARM - COMMERCIAL STRUCTURE	27B	5/30/2021	5/30/2021	5/30/2021	5/30/2021	S49CF
FPK21052200000783	FIRE ALARM	27A	5/22/2021	5/22/2021	5/22/2021	5/22/2021	S49F
FPK21050400000686	FIRE ALARM - RESIDENTIAL	27B	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S49RS
FPK21050200000679	ACCIDENT ROLLOVER OR EXTRICATION	27Y1	5/2/2021	5/2/2021	5/2/2021	5/2/2021	S4E
FPK21050500000695	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	5/5/2021	5/5/2021	5/5/2021	5/5/2021	S4E
FPK21051000000718	ACCIDENT ROLLOVER OR EXTRICATION	27Y2	5/10/2021	5/10/2021	5/10/2021	5/10/2021	S4E
FPK21053000000818	ACCIDENT ROLLOVER OR EXTRICATION	27B	5/30/2021	5/30/2021	5/30/2021	5/30/2021	S4E
FPK21050800000708	ACCIDENT HIGHWAY	27Y1	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S4H

FPK21050800000710	ACCIDENT HIGHWAY	27Y1	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S4H
FPK21051600000755	ACCIDENT HIGHWAY	27Y1	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S4H
FPK21051800000762	ACCIDENT HIGHWAY	27Y1	5/18/2021	5/18/2021	5/18/2021	5/18/2021	S4H
FPK21051900000766	ACCIDENT HIGHWAY	27Y1	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S4H
FPK21051900000769	ACCIDENT HIGHWAY	27B	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S4H
FPK21052200000782	ACCIDENT HIGHWAY	27Y1	5/22/2021	5/22/2021	1/1/0001	5/22/2021	S4H
FPK21052400000788	ACCIDENT HIGHWAY	27Y2	5/24/2021	5/24/2021	5/24/2021	5/24/2021	S4H
FPK21052500000793	ACCIDENT HIGHWAY	27Y2	5/25/2021	5/25/2021	5/25/2021	5/25/2021	S4H
FPK21052600000798	ACCIDENT HIGHWAY	27Y1	5/26/2021	5/26/2021	5/26/2021	5/26/2021	S4H
FPK21052600000799	ACCIDENT HIGHWAY	27Y2	5/26/2021	5/26/2021	5/26/2021	5/26/2021	S4H
FPK21052800000807	ACCIDENT HIGHWAY	27Y1	5/28/2021	5/28/2021	5/28/2021	5/28/2021	S4H
FPK21052900000813	ACCIDENT HIGHWAY	27Y2	5/29/2021	5/29/2021	5/29/2021	5/29/2021	S4H
FPK21050200000677	ACCIDENT WITH INJURIES	27A	5/2/2021	5/2/2021	5/2/2021	5/2/2021	S4I
FPK21050400000687	ACCIDENT WITH INJURIES	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S4I
FPK21050600000703	ACCIDENT WITH INJURIES	27Y1	5/6/2021	5/6/2021	5/6/2021	5/6/2021	S4I
FPK21051100000721	ACCIDENT WITH INJURIES	27B	5/11/2021	5/11/2021	5/11/2021	5/11/2021	S4I
FPK21051500000748	ACCIDENT WITH INJURIES	27B	5/15/2021	5/15/2021	5/15/2021	5/16/2021	S4I
FPK21051800000761	ACCIDENT WITH INJURIES	27Y2	5/18/2021	5/18/2021	5/18/2021	5/18/2021	S4I
FPK21051900000772	ACCIDENT WITH INJURIES	27B	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S4I
FPK21052800000806	ACCIDENT WITH INJURIES	27B	5/28/2021	5/28/2021	5/28/2021	5/28/2021	S4I
FPK21052900000810	ACCIDENT WITH INJURIES	27B	5/29/2021	5/29/2021	5/29/2021	5/29/2021	S4I
FPK21050400000685	ABDOMINAL PAIN	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S67AP
FPK21050500000698	ABDOMINAL PAIN	27A	5/5/2021	5/5/2021	5/5/2021	5/5/2021	S67AP
FPK21051500000742	ABDOMINAL PAIN	27A	5/15/2021	5/15/2021	5/15/2021	5/15/2021	S67AP
FPK21052900000812	ABDOMINAL PAIN	27B	5/29/2021	5/29/2021	5/29/2021	5/29/2021	S67AP
FPK21051800000763	ALLERGIC REACTION	27A	5/18/2021	5/18/2021	5/18/2021	5/18/2021	S67AR
FPK21051300000735	BACK PAIN	27A	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S67BP
FPK21050400000689	CHOKING	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S67CK
FPK21052800000808	CHOKING	27A	5/28/2021	5/28/2021	5/28/2021	5/28/2021	S67CK
FPK21050400000688	CHEST PAINS NON-TRAUMATIC	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S67CP
FPK21050500000697	CHEST PAINS NON-TRAUMATIC	27A	5/5/2021	5/5/2021	5/5/2021	5/5/2021	S67CP
FPK21050800000706	CHEST PAINS NON-TRAUMATIC	27A	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S67CP
FPK21050800000709	CHEST PAINS NON-TRAUMATIC	27A	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S67CP

FPK21050800000712	CHEST PAINS NON-TRAUMATIC	27A	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S67CP
FPK21050800000713	CHEST PAINS NON-TRAUMATIC	27A	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S67CP
FPK21051000000720	CHEST PAINS NON-TRAUMATIC	27A	5/10/2021	5/10/2021	5/10/2021	5/10/2021	S67CP
FPK21051400000736	CHEST PAINS NON-TRAUMATIC	27B	5/14/2021	5/14/2021	5/14/2021	5/14/2021	S67CP
FPK21051900000771	CHEST PAINS NON-TRAUMATIC	27A	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S67CP
FPK21052100000779	CHEST PAINS NON-TRAUMATIC	27A	5/21/2021	5/21/2021	5/21/2021	5/21/2021	S67CP
FPK21052100000780	CHEST PAINS NON-TRAUMATIC	27A	5/21/2021	5/21/2021	5/21/2021	5/21/2021	S67CP
FPK21052500000794	CHEST PAINS NON-TRAUMATIC	27A	5/25/2021	5/25/2021	5/25/2021	5/25/2021	S67CP
FPK21052900000814	CHEST PAINS NON-TRAUMATIC	27A	5/29/2021	5/29/2021	5/29/2021	5/29/2021	S67CP
FPK21051200000729	EYE INJURY	27B	5/12/2021	5/12/2021	5/12/2021	5/12/2021	S67EI
FPK21050100000673	FALL INJURY	27A	5/1/2021	5/1/2021	5/1/2021	5/1/2021	S67FI
FPK21050100000675	FALL INJURY	27A	5/1/2021	5/1/2021	5/1/2021	5/1/2021	S67FI
FPK21050200000678	FALL INJURY	27A	5/2/2021	5/2/2021	5/2/2021	5/2/2021	S67FI
FPK21050400000690	FALL INJURY	27A	5/4/2021	5/4/2021	5/4/2021	5/4/2021	S67FI
FPK21050600000701	FALL INJURY	27A	5/6/2021	5/6/2021	5/6/2021	5/6/2021	S67FI
FPK21050900000715	FALL INJURY	27A	5/9/2021	5/9/2021	5/9/2021	5/9/2021	S67FI
FPK21051500000747	FALL INJURY	27A	5/15/2021	5/15/2021	5/15/2021	5/15/2021	S67FI
FPK21051600000752	FALL INJURY	27A	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S67FI
FPK21051700000759	FALL INJURY	27A	5/17/2021	5/17/2021	5/17/2021	5/17/2021	S67FI
FPK21052200000784	FALL INJURY	27A	5/22/2021	5/22/2021	5/22/2021	5/22/2021	S67FI
FPK21052600000796	FALL INJURY	27A	5/26/2021	5/26/2021	5/26/2021	5/26/2021	S67FI
FPK21052700000803	FALL INJURY	27A	5/27/2021	5/27/2021	5/27/2021	5/27/2021	S67FI
FPK21053000000817	FALL INJURY	27A	5/30/2021	5/30/2021	5/30/2021	5/30/2021	S67FI
FPK21053000000819	FALL INJURY	27A	5/30/2021	5/30/2021	5/30/2021	5/30/2021	S67FI
FPK21050200000676	HEMORRHAGE OR LACERATION	27B	5/2/2021	5/2/2021	5/2/2021	5/2/2021	S67HM
FPK21051100000723	HEMORRHAGE OR LACERATION	27A	5/11/2021	5/11/2021	5/11/2021	5/11/2021	S67HM
FPK21051200000728	HEART PROBLEMS	27B	5/12/2021	5/12/2021	5/12/2021	5/12/2021	S67HP
FPK21050300000683	INJURY	27B	5/3/2021	5/3/2021	5/3/2021	5/3/2021	S67IJ
FPK21050500000694	INJURY	27B	5/5/2021	5/5/2021	5/5/2021	5/5/2021	S67IJ
FPK21051600000749	INJURY	27A	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S67IJ
FPK21051300000731	OVERDOSE OR POISONING	27B	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S67OD
FPK21051400000740	OVERDOSE OR POISONING	27B	5/14/2021	5/14/2021	5/14/2021	5/14/2021	S67OD
FPK21050600000702	UNCONSCIOUS OR FAINTING	27B	5/6/2021	5/6/2021	5/6/2021	5/6/2021	S67PO

FPK21050800000711	UNCONSCIOUS OR FAINTING	27B	5/8/2021	5/8/2021	5/8/2021	5/8/2021	S67PO
FPK21051800000760	UNCONSCIOUS OR FAINTING	27B	5/18/2021	5/18/2021	5/18/2021	5/18/2021	S67PO
FPK21051900000768	UNCONSCIOUS OR FAINTING	27A	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S67PO
FPK21052400000789	UNCONSCIOUS OR FAINTING	27A	5/24/2021	5/24/2021	5/24/2021	5/24/2021	S67PO
FPK21052400000790	UNCONSCIOUS OR FAINTING	27A	5/24/2021	5/24/2021	5/24/2021	5/24/2021	S67PO
FPK21052400000791	UNCONSCIOUS OR FAINTING	27B	5/24/2021	5/24/2021	5/24/2021	5/24/2021	S67PO
FPK21052500000792	UNCONSCIOUS OR FAINTING	27A	5/25/2021	5/25/2021	5/25/2021	5/25/2021	S67PO
FPK21052800000805	UNCONSCIOUS OR FAINTING	27A	5/28/2021	5/28/2021	5/28/2021	5/28/2021	S67PO
FPK21053100000823	UNCONSCIOUS OR FAINTING	27A	5/31/2021	5/31/2021	5/31/2021	5/31/2021	S67PO
FPK21050700000704	SICK PERSON	27A	5/7/2021	5/7/2021	5/7/2021	5/7/2021	S67SP
FPK21051000000719	SICK PERSON	27B	5/10/2021	5/10/2021	5/10/2021	5/10/2021	S67SP
FPK21051100000724	SICK PERSON	27A	5/11/2021	5/11/2021	5/11/2021	5/11/2021	S67SP
FPK21051200000727	SICK PERSON	27A	5/12/2021	5/12/2021	5/12/2021	5/12/2021	S67SP
FPK21051400000739	SICK PERSON	27A	5/14/2021	5/14/2021	5/14/2021	5/14/2021	S67SP
FPK21051600000750	SICK PERSON	27B	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S67SP
FPK21051900000765	SICK PERSON	27A	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S67SP
FPK21051900000767	SICK PERSON	27A	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S67SP
FPK21052100000778	SICK PERSON	27A	5/21/2021	5/21/2021	5/21/2021	5/21/2021	S67SP
FPK21052500000795	SICK PERSON	27A	5/25/2021	5/25/2021	5/25/2021	5/25/2021	S67SP
FPK21052600000800	SICK PERSON	27B	5/26/2021	5/26/2021	5/26/2021	5/26/2021	S67SP
FPK21053100000821	SICK PERSON	27A	5/31/2021	5/31/2021	5/31/2021	5/31/2021	S67SP
FPK21051600000753	STROKE	27A	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S67ST
FPK21051200000725	SEIZURE	27B	5/12/2021	5/12/2021	5/12/2021	5/12/2021	S67SZ
FPK21051500000744	SEIZURE	27A	5/15/2021	5/15/2021	5/15/2021	5/15/2021	S67SZ
FPK21051500000745	SEIZURE	27A	5/15/2021	5/15/2021	5/15/2021	5/15/2021	S67SZ
FPK21051600000751	SEIZURE	27A	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S67SZ
FPK21050300000680	TROUBLE BREATHING	27A	5/3/2021	5/3/2021	5/3/2021	5/3/2021	S67TB
FPK21050300000684	TROUBLE BREATHING	27A	5/3/2021	5/3/2021	5/3/2021	5/3/2021	S67TB
FPK21050400000693	TROUBLE BREATHING	27B	5/4/2021	5/4/2021	5/4/2021	5/5/2021	S67TB
FPK21051200000726	TROUBLE BREATHING	27B	5/12/2021	5/12/2021	5/12/2021	5/12/2021	S67TB
FPK21051500000743	TROUBLE BREATHING	27B	5/15/2021	5/15/2021	5/15/2021	5/15/2021	S67TB
FPK21051700000758	TROUBLE BREATHING	27A	5/17/2021	5/17/2021	5/17/2021	5/17/2021	S67TB
FPK21051900000770	TROUBLE BREATHING	27A	5/19/2021	5/19/2021	5/19/2021	5/19/2021	S67TB

FPK21052000000773	TROUBLE BREATHING	27A	5/20/2021	5/20/2021	5/20/2021	5/20/2021	S67TB
FPK21052100000777	TROUBLE BREATHING	27B	5/21/2021	5/21/2021	5/21/2021	5/21/2021	S67TB
FPK21052700000801	TROUBLE BREATHING	27B	5/27/2021	5/27/2021	5/27/2021	5/27/2021	S67TB
FPK21053000000816	TROUBLE BREATHING	27A	5/30/2021	5/30/2021	5/30/2021	5/30/2021	S67TB
FPK21053100000822	TROUBLE BREATHING	27A	5/31/2021	5/31/2021	5/31/2021	5/31/2021	S67TB
FPK21050300000682	UNKNOWN MEDICAL	27Y1	5/3/2021	5/3/2021	5/3/2021	5/3/2021	S67UM
FPK21050400000692	UNKNOWN MEDICAL	27A	5/4/2021	1/1/0001	1/1/0001	5/4/2021	S67UM
FPK21050500000696	UNKNOWN MEDICAL	27B	5/5/2021	5/5/2021	5/5/2021	5/5/2021	S67UM
FPK21051100000722	UNKNOWN MEDICAL	27B	5/11/2021	5/11/2021	5/11/2021	5/11/2021	S67UM
FPK21050900000716	FIRE OR MEDICAL SERVICE CALL	27A	5/9/2021	5/9/2021	5/9/2021	5/9/2021	S68
FPK21051300000732	FIRE OR MEDICAL SERVICE CALL	27B	5/13/2021	5/13/2021	5/13/2021	5/13/2021	S68
FPK21051600000754	FIRE OR MEDICAL SERVICE CALL	27B	5/16/2021	5/16/2021	5/16/2021	5/16/2021	S68
FPK21052000000774	FIRE OR MEDICAL SERVICE CALL	27B	5/20/2021	5/20/2021	1/1/0001	5/20/2021	S68
FPK21052100000776	FIRE OR MEDICAL SERVICE CALL	27A	5/21/2021	5/21/2021	1/1/0001	5/21/2021	S68
FPK21052100000781	FIRE OR MEDICAL SERVICE CALL	27B	5/21/2021	5/21/2021	5/21/2021	5/21/2021	S68
FPK21052300000785	FIRE OR MEDICAL SERVICE CALL	27A	5/23/2021	5/23/2021	5/23/2021	5/23/2021	S68
FPK21052600000797	FIRE OR MEDICAL SERVICE CALL	27B	5/26/2021	1/1/0001	1/1/0001	5/26/2021	S68
FPK21052700000802	FIRE OR MEDICAL SERVICE CALL	27B	5/27/2021	5/27/2021	5/27/2021	5/27/2021	S68
FPK21052800000804	FIRE OR MEDICAL SERVICE CALL	27B	5/28/2021	5/28/2021	1/1/0001	5/28/2021	S68

S25 FIRE	6
S4 VEHICLE ACCIDENT	28
S49 ALARM	5
S67 MEDICAL	101
S68 SERVICE CALL	10
TOTAL	150



MINUTES PENSION BOARD MEETING

6:45 PM - Wednesday, May 12, 2021
Virtual Meeting

The Town of Pembroke Park Commission will be holding a Virtual PENSION BOARD MEETING on Wednesday, May 12, 2021, at 6:45 PM, with the following members present:

PRESENT: Commissioner Howard Clark, Clerk Commissioner Reynold Dieuville, and Vice Mayor Georgina Cohen

EXCUSED: Mayor Geoffrey Jacobs

1. VIRTUAL INSTRUCTIONS

Pension Board Meeting

NOTICE IS HEREBY GIVEN

that the Pension Board of the Town of Pembroke Park, Florida, will hold a "Virtual" Pension Board Meeting utilizing communications media technology ("CMT"), in accordance with Emergency Ordinance 2020-009, dated November 10, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

PENSION BOARD MEETING

Virtual meeting instructions

Wednesday, May 12, 2021 6:45 PM - 7:00 PM (EDT)

You can dial in using your phone.

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

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

Access Code: 860-038-797

Two hours prior to the meeting you can submit a text or voicemail at (954) 707-9820. Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Town Clerk at townclerk@tppfl.gov. All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this meeting or has any questions about how to submit a public comment at the meeting, please contact:

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

2. CALL TO ORDER MEETING CALLED TO ORDER AT 6:56 PM

3. PLEDGE OF ALLEGIANCE - WAS RECITED IN UNISON

4. ROLL CALL

Commissioners present:

Howard Clark, Commissioner, Reynold Dieuville, Clerk Commissioner, and Georgina Cohen, Vice Mayor

Commissioners late: NONE

Commissioners absent:

Geoffrey Jacobs, Mayor

Staff present:

Daniel Ortiz, Town Engineer, Dierdre Davis, Administrative Assistant, David Howard, Interim Chief of Police, Harry Taubenfeld, Finance & Budget Director, JC Jimenez, Town Manager, jeffrey louis, Emergency Management Manager, Joseline Ramirez, Chief Code Enforcement Officer, Joy Brown, Administrative Assistant, Lucie Manzerolle, Building Manager, Mark Pakula, Information Technology Director, Michelle Grooms, BTR/Billing Administrator, Miguel Nunez, Building Official, Myriam Jacques, Interim Public Services Director, Stephanie Woodbury, Project Manager, Suzi Reutlinger, Assistant to Town Clerk, Teressa Malcolm, Code Enforcement Officer, Melissa Anderson, Town Attorney, Marlen Martell, Town Clerk, and Heidi Siegel, Town Planner

5. PRESENTATIONS

5.1. Pension plan update - Pension Advisor Rosen

This item will be forwarded to the Workshop on May 26th for forth discussion, if necessary.

6. ATTORNEY COMMENTS - NONE

7. TOWN MANAGER COMMENTS- NONE

8. COMMISSIONER COMMENTS - NONE

9. ADJOURNMENT

With no further Town business motion to adjourn passed unanimously at 6:59 PM.

Marlen D. Martell, Town Clerk



MINUTES REGULAR COMMISSION MEETING

7:00 PM - Wednesday, May 12, 2021
Virtual Meeting

The Virtual Regular Commission Meeting of the Town of Pembroke Park was called to order on Wednesday, May 12, 2021, at 7:09 PM, with the following members present:

PRESENT: Vice Mayor Georgina Cohen, Clerk Commissioner Reynold Dieuville, and Commissioner Howard Clark

EXCUSED:

LATE: Mayor Geoffrey Jacobs

TOWN STAFF: Town Manager JC Jimenez, Town Attorney Melissa Anderson, Town Clerk Marlen Martell, Interim Chief of Police David Howard, Administrative Assistant Joy Brown, Administrative Assistant Dierdre Davis, BTR/Billing Administrator Michelle Grooms, Interim Public Services Director Myriam Jacques, Emergency Management Manager jeffrey louis, Code Enforcement Officer Teresa Malcolm, Building Manager Lucie Manzerolle, Building Official Miguel Nunez, Town Engineer Daniel Ortiz, Information Technology Director Mark Pakula, Chief Code Enforcement Officer Joseline Ramirez, Assistant to Town Clerk Suzi Reutlinger, Town Planner Heidi Siegel, Finance & Budget Director Harry Taubenfeld, and Project Manager Stephanie Woodbury

1. VIRTUAL INSTRUCTIONS

Regular Commission Meeting

NOTICE IS HEREBY GIVEN

that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Regular Commission Meeting utilizing communications media technology ("CMT"), in accordance with Emergency Ordinance 2020-009, dated November 10, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

REGULAR COMMISSION MEETING

Virtual meeting instructions

Wednesday, May 12, 2021 7:00 PM - 11:00 PM (EDT)

You can dial in using your phone.

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

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

Access Code: 213-605-397

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

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

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

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

2. CALL TO ORDER

The meeting was called to order at 7:09 pm by Clerk Commissioner Dieuveille. Present at the meeting were Vice Mayor Cohen; Clerk Commissioner Reynold Dieuveille; Commissioner Clark. Mayor Jacobs joined the meeting at 7:49 PM.

3. PLEDGE OF ALLEGIANCE

Recited in unison.

4. ROLL CALL

Present at the meeting were Vice Mayor Cohen; Clerk Commissioner Reynold Dieuveille; Commissioner Clark.

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

- 5.1.** The Charter Review Resolution was moved from the consent agenda to 9.1
A Proclamation for National Public Works Week was added to the agenda.

6. PRESENTATIONS / PROCLAMATIONS / RECOGNITIONS

- 6.1.** Pension Plan Update - Pension Advisor Rosen
6.2. Lobbyist Reports - Commissioner Clark, Lobbyist Siegerson
6.3. 2020 Fiscal Year End Audit report - Finance Director Taubenfeld
This item will be forwarded to the next voting meeting.

Final Audit Report submitted to the State.

- 6.4.** Municipal Clerk's Week May 2 thru 8, 2021 - Mayor and Commission

Haitian Heritage Month and May 18th is Haitian Flag Day - Mayor and Commission

National Public Works Week May 16 thru 23, 2021 - Mayor and Commission

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

Clerk Commissioner Dieuveille opened the floor for public comment:
Gloria Garcia, 117 Lori Lane was concerned about receiving code violations. The information will be forwarded to the Town Manager.
David Roach was concerned about vacancies on the Commission and would encourage the Commission to consider a Special Election or appoint someone.
Amado from 102 Dale Road was also concerned about code violations and would be speaking to the Town Manager.

8. CONSENT AGENDA

****MAYOR JACOBS JOINED THE MEETING AT 7:49 PM****

- 8.1. Keith & Associates - contract renewal - Interim Public Services Director Jacques
- 8.2. Approval of Minutes - Town Clerk Martell
April 14, 2021 Regular Commission Meeting
April 28, 2021 Workshop Commission Meeting
- 8.3. SW 30th Avenue Sanitary Sewer Project - Route Study - Town Planner Siegel
- 8.4. Lobby renovation amended scope - Building Official Nunez, Finance Director Taubenfeld
- 8.5. Bills over \$500- Finance Director Taubenfeld
- 8.6. Police Recruitment Process - HR Menegazzo
- 8.7. Maintenance of Traffic (MOT) Training for Public Works Staff - HR Menegazzo
- 8.8. Gas Tax .03 and fifth cent - Interim Public Services Director Jacques

RESOLUTION NO. 2021-028

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE 2021 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY, FLORIDA, PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL ORDINANCE;** AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER SAID 2021 AMENDMENT FOR AND ON BEHALF OF THE TOWN OF PEMBROKE PARK; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION NO. 2021-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO MAKE AND ENTER INTO AN AGREEMENT REGARDING THE 2021 LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR AND ON BEHALF OF THE TOWN;** PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS, AND PROVIDING AN EFFECTIVE DATE.

- 8.9. CSLIP resolution for upcoming FDOT work program cycle - Commissioner Clark, Interim Public Services Director Jacques

RESOLUTION NO. 2021-030

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **SUPPORTING BROWARD METROPOLITAN PLANNING ORGANIZATION'S COMPLETE STREETS MASTER PLAN INITIATIVES FOR IMPROVEMENTS TO BICYCLE PATH AND SIDEWALK ON SW 52 AVE AND SW PARK ROAD ;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- 8.10. State of Florida Community Planning Technical Assistance Grant for an Economic Redevelopment Strategy Plan - Town Planner Siegel

RESOLUTION NO. 2021 -029

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO APPLY FOR THE FLORIDA COMMUNITY PLANNING AND TECHNICAL ASSISTANCE GRANT FOR AN ECONOMIC REDEVELOPMENT STRATEGY PLAN (THE "GRANT"); AUTHORIZING THE TOWN PLANNER TO EXECUTE THE GRANT;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- 8.11. Broward League of Cities Board appointment - Mayor Jacobs

- 8.12. Resolution hiring the Finance Director Harry Taubenfeld - Town Manager Jimenez

RESOLUTION NO. 2021-033

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING HARRY TAUBENFELD AS FINANCE AND BUDGET DIRECTOR FOR THE TOWN OF PEMBROKE PARK;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

- 8.13. Resolution authorizing the Manager to make purchases while the Commissioners are on summer hiatus - Town Manager Jimenez

RESOLUTION NO. 2021-032

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN MANAGER TO APPROVE PAYMENT FOR SERVICES AND COMMODITIES IN AN AMOUNT NOT TO EXCEED \$5,000.00;** SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

8.14. MOTION TO APPROVED CONSENT AGENDA

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

Motion to approve consent agenda.

Ayes: Commissioner Howard Clark, Mayor Geoffrey Jacobs, Clerk
Commissioner Reynold Dieuville, and Vice Mayor Georgina
Cohen

PASSED 4-0 on a recorded vote

9. RESOLUTIONS

9.1. Appointments to the Charter Review Committee - Town Attorney Anderson

RESOLUTION NO. 2021-031

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **ESTABLISHING A CHARTER REVIEW
COMMITTEE CONSISTING OF FIVE TOWN RESIDENTS FOR THE
PURPOSE OF RECOMMENDING TO THE TOWN COMMISSION
PROPOSED CHANGES TO THE TOWN CHARTER;** SUPERSEDING
CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Lucy Weber, District 3
Mr. Gary Schrader, District 1
Ms. Evelyn Cunningham, District 4
Paulette Walker, District 5
Mr. David Roach, District 2

10. ORDINANCES

10.1. Amendments to T-1 Mobile Home Park District - Town Attorney Anderson

ORDINANCE NO. 2021-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF
PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 28, ARTICLE III,
DIVISION 8 "T-1 MOBILE HOME PARK DISTRICT" OF THE TOWN'S CODE
OF ORDINANCES BY AMENDING SECTIONS 28-257, 28-260, 28-269, 28-
274, 28-276, 28-278, 28-280, 28-281, 28-282, 28-283, AND 28-285;**
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES
AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

*****NOTE OF MEETING TIME 8:01/8:02 PM REQUESTED BY MAYOR
JACOBS*****

Moved by Mayor Geoffrey Jacobs

Seconded by Clerk Commissioner Reynold Dieuveille

Approve Ordinance No. 2021-004 -- Amendments to T-1 Mobile Home Park District on First Reading

Ayes: Mayor Geoffrey Jacobs and Clerk Commissioner Reynold Dieuveille

Nays: Commissioner Howard Clark and Vice Mayor Georgina Cohen

MOTION DIED 2-2. 2-2 on a recorded vote

10.2. Solid Waste Collection - Town Attorney Anderson

ORDINANCE 2021-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

Approve revisions to Chapter 11, Article IV, Division 4 "Solid Waste Collection"

Ayes: Commissioner Howard Clark, Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuveille, and Vice Mayor Georgina Cohen

PASSED 1st READING 4-0 on a recorded vote

10.3. Procurement Code Ordinance - Town Attorney Anderson

ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

Moved by Mayor Geoffrey Jacobs
Seconded by Clerk Commissioner Reynold Dieuveille

Recommend the Commission approve the Procurement Code Ordinance

Ayes: Commissioner Howard Clark, Mayor Geoffrey Jacobs, Clerk Commissioner Reynold Dieuveille, and Vice Mayor Georgina Cohen

PASSED 1ST READING 4-0 on a recorded vote

11. NEW BUSINESS - NONE

12. OLD BUSINESS - NONE

13. DISCUSSION

- 13.1.** Approval for travel accommodations for Mayor Jacobs to meet with Representatives in Washington DC to discuss Police Department funding opportunities - Mayor Jacobs

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

Motion to approve attending meeting in Washington DC.

Ayes: Commissioner Howard Clark, Mayor Geoffrey Jacobs, Clerk
Commissioner Reynold Dieuville, and Vice Mayor Georgina
Cohen

PASSED 4-0 on a recorded vote

- 13.2.** Police Building RFP and Request for Building Quotes - Interim Police Chief Howard

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

MOTION TO PROCEED WITH RFP FOR THE CONSTRUCTION OF THE
POLICE BUILDING.

Ayes: Commissioner Howard Clark, Mayor Geoffrey Jacobs, Clerk
Commissioner Reynold Dieuville, and Vice Mayor Georgina
Cohen

PASSED 4-0 on a recorded vote

- 13.3.** Sanitary Sewer Maintenance Operational Issues and Costs - Town Attorney Anderson

Discussion of how to proceed in relation to maintenance of sanitary sewer systems within privately owned mobile home parks.

This item will be discussed at a future meeting, no action was taken.

- 13.4.** Emergency Orders 21-101 and 21-102 - Town Attorney Anderson
Governor DeSantis has ended the Emergency Order for the Covid- 19 Virus all meetings will return to normal held in the Commission Chambers and face masks will not be mandatory.

- 13.5.** Vice Mayor Cohen Retirement - Town Manager Jimenez

The Commission directed the Town Manager to advertise the vacancy in order

to appoint a resident from Vice Mayor Cohen's district.

14. ATTORNEY REPORTS - NONE

15. TOWN MANAGER REPORTS - NONE

16. COMMISSION REPORTS

Commissioner Clark - Everyone is doing a great job. The Food give-a-way was well attended due to the assistance of Joy, Myriam, Dierdre, JC and other Town staff.

Clerk Commissioner Dieuveille - He will miss Vice Mayor Cohen

Vice Mayor Cohen - Thanked everyone for their support through the years.

Mayor Jacobs - State Representative will be attending the next meeting to provide a legislative update. In addition, would also miss Vice Mayor Cohen.

17. ANNOUNCEMENTS

COVID Pfizer 1st Vaccine, Saturday, May 15th from 8:00 AM to 4:00 PM at Raymond P. Oglesby Preserve Park

Haitian Flag Day is May 18th, 2021

Special Magistrate Hearing, May 18, 2021 at 9:00 AM

Workshop Commission Meeting, May 26, 2021 at 6:00 PM

Feeding South Florida - Warehouse Training Program, starting Monday, May 31, 2021 thru Friday, June 4, 2021 at 9:00 AM

COVID Pfizer 2nd Vaccine, Saturday, June 5th from 8:00 AM to 4:00 PM at Raymond P. Oglesby Preserve Park

Regular Commission Meeting, June 9, 2021 at 7:00 PM

18. ADJOURNMENT

Marlen D. Martell, Town Clerk



TOWN OF PEMBROKE PARK

Workshop Commission Meeting
Commission Chambers
3152 SW 52 Avenue
Pembroke Park, FL. 33023
May 26, 2021
6:00 PM

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

Town Manager JC Jimenez
Town Attorney Melissa P. Anderson
Town Clerk Marlen D. Martell

WORKSHOP COMMISSION MEETING MINUTES

1. CALL TO ORDER –The meeting was called to order at 6:04 pm by Mayor Geoffrey Jacobs.

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

The meeting was called to order at 6:04 pm by Mayor Jacobs. Present at the meeting were Mayor Geoffrey Jacobs; Vice Mayor Georgina A. Cohen; Clerk Commissioner Reynold Dieuville

ABSENT:

Commissioner Howard P. Clark.

Additional staff in attendance were: Town Attorney Melissa Anderson; 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.

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Added Public Services Item 12.2
Remove item 15.1

1

Town of Pembroke Park
Workshop Commission Meeting
May 26, 2021

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

6.2 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

11. POLICE DEPARTMENT – INTERIM POLICE CHIEF HOWARD

11.1 Police Department architectural plan design and build out

STEVE WILLIAMS FROM KEITH & ASSOCIATES SPOKE ON RECORD.
PROPOSAL TO BE SUBMITTED TO TOWN NEXT WEEK.
ITEM PLACED ON CONSENT AGENDA

7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1 Building Department Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7.2 CRS Recertification

DISCUSSION ONLY

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Department April 2021 Monthly Status Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

5. PRESENTATIONS

5.1 Lobbyist Sigerson

DAVE SIGERSON SPOKE ON RECORD

9. FINANCE DEPARTMENT – FINANCE DIRECTOR TAUBENFELD

9.1 Revenue and Expenditures for the Month end April

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Bills Over \$500

REPORT GIVEN TO THE COMMISSION FOR REVIEW

ITEM PLACED ON THE CONSENT AGENDA

9.3 Business Tax Receipt and Billing Update - BTR Administrator Grooms
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10. TOWN PLANNER SIEGEL, AICP

10.1 Town Planner Monthly Report April / May2021
REPORT GIVEN TO THE COMMISSION FOR REVIEW

10.2 Appointment of Planning and Zoning Board members
PLACED ITEM ON CONSENT AGENDA

12. PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR JACQUES

12.1 Easement Agreement – School Board of Broward County
ITEM PLACED ON CONSENT AGENDA

12.2 Public Services May 2021 Report – Interim Public Services Director Jacques
REPORT GIVEN TO THE COMMISSION FOR REVIEW
BROWARD COUNTY SENT AGREEMENT TO ALLOW HOOK UP TO THEIR LIFT STATION.
PUBLIC SERVICES IS LOOK FOR AN INCREASE FOR BUDGET ON THE HOLIDAY DECORATIONS
PUBLIC SERVICES IS ALSO LOOKING FOR APPROVAL TO DO THE ADA SIDEWALKS THROUGHOUT THE TOWN

13. HUMAN RESOURCES – HR CONSULTANT MENEGAZZO
NONE

14. IT DEPARTMENT – IT DIRECTOR PAKULA
NONE

15. DISCUSSION

15.1 BSO
Contract – Mayor Jacobs
ITEM REMOVED FROM THE AGENDA

16. OLD BUSINESS
NONE

17. NEW BUSINESS

18. TOWN ATTORNEY COMMENTS:

Ordinances that will be heard for second reading on June 9th.

18.1 Solid Waste Collection - Town Attorney Anderson

AN ORDINANCE 2021-005 AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 “SOLID WASTE COLLECTION” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY**; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

18.2 Procurement Code Ordinance - Town Attorney Anderson ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AMENDING ARTICLE V “PROCUREMENT” BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V “PROCUREMENT”**; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

ALL CANDIDATES FOR THE CHARTER REVIEW COMMITTEE HAVE BEEN VETTED.
ADD TO NEXT MEETING MEMBERS TO BE VOTED ON.
AWAITING FINAL CANDIDATE FOR COMMISSIONER CLARK’S DISTRICT.

19. TOWN MANAGER COMMENTS:

Lobbyist – Town Manager Jimenez

TOWN MANAGER WILL BE MEETING WITH EACH COMMISSIONER INDIVIDUALLY TO DISCUSS LOBBYIST CONTRACT RENEWALS

20. COMMISSION COMMENTS

Commissioner Clark: ABSENT

Clerk Commissioner Dieuville: GOOD LUCK VICE MAYOR COHEN ON YOUR RETIREMENT

Vice Mayor Cohen: THANK YOU FOR EVERYTHING. THE TOWN IS STARTING TO LOOK GOOD

Mayor Jacob: EVERYONE IS WORKING NICELY TOGETHER

20. ANNOUNCEMENTS

Regular Commission Meeting, Wednesday, June 9th at 7:00 PM

4

Pfizer Vaccine 2nd dose, Saturday, June 5th from 8:00 AM to 4:00 PM at the Preserves
Special Magistrate Hearing, Wednesday, June 16th at 9:00 AM

ADJOURNMENT

With no further items for discuss, meeting adjourned at 7:06 PM, **ALL IN FAVOR 4-0.**

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, 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
May 26th 2021
Workshop**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
12614	Aero Electric Inc.	Service Work Performed at Lift Station on S.W. 24th Street	Sewer/Stormwater	\$ 770.00
5113	Atelecom Inc.	Additional Rewiring for New Camera System	Bldg	\$ 1,470.00
122059427	Comcast Business	Town Hall and Parks Ethernet/Internet (May 2021)	NonDept/Parks	\$ 5,346.65
21139	Imperial Electric Inc.	Repair Street Lighting on Hallandale Beach Blvd. Between 40th & 56th Ave	Roads	\$ 2,323.07
05192021STMT	Rafael Suarez-Rivas Esq.	Code Enforcement Special Magistrate Services Held May 18th, 2021	Legal	\$ 825.00
17839	Russell-Thomas Electric Inc.	Remove & Install (6) 2x4 Fluorescent LED Lights in the IT Office	NonDept	\$ 800.00
17840	Russell-Thomas Electric Inc.	Remove & Install (10) 2x4 Fluorescent LED Lights in the Mayors Office	NonDept	\$ 1,200.00
586854	USA Blue Book	(10) 32' Suspended Float Switch	Sewer	\$ 782.48
Total:				\$13,517.20

Addendums				
Invoice#	Vendor	Service/Product	Dept.	Amount
12618	Aero Electric Inc.	Service Work at Lift Station on S. Park Road	Storm	\$ 696.30
21140	Imperial Electric Inc.	Repair Street Lighting on I-95 and 40 Avenue	Roads	\$ 2,330.63
142786	Southeast Mechanical Service	Quarterly A/C Maintenance Work at Town Hall	NonDept	\$ 848.55
169969	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through May 31st, 2021)	Legal	\$ 1,018.85
Total:				\$4,894.33

Purchase Orders				
305555	Dell Computers Corporation	Dell Precision 3240 Compact Computer, Monitor, Keyboard and Mouse for IT Assistant	IT	\$ 1,920.24
305556	City Fire Inc	Replace Wiring for Fire Alarm and Relocate Pull Stations	NonDept	\$ 954.99
305557	First Choice Mobile Auto Repair	Installation of Gas Tank for Recycle Truck	Roads	\$ 1,500.00
305558	Gallo Signs	Painting and Installation of New Town Logo on (3) Entrance Signs	Roads	\$ 975.00
305559	Russell-Thomas Electric Inc.	Drilling and X-Raying for Electrical Installation for New Police Dept	NonDept	\$ 1,825.00
Total:				\$7,175.23

Grand Total:	\$25,586.76
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**TOWN OF PEMBROKE PARK, FLORIDA
AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**



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FINANCIAL SECTION



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Member: American Institute of Certified Public Accountants | Florida Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor
and Members of the Town Commission
Town of Pembroke Park, Florida

Report of the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the fiduciary funds of the Town of Pembroke Park, Florida ("the Town") as of and for the year ended September 30, 2020, 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 opinions 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 opinions.

Opinions

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, the aggregate remaining fund information, and fiduciary funds information of the Town, as of September 30, 2020, 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 May 12, 2021, 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 solely 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 the effectiveness of the Town's 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.



Hollywood, Florida
May 12, 2021

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020

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's financial performance for the fiscal year ended September 30, 2020, in accordance with 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 Town of Pembroke Park's assets and deferred outflows of resources of the Town of Pembroke Park exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$21,233,749 (net position). Unrestricted governmental activities is \$1,745,594 and unrestricted business-types activities \$11,789,261 totaling \$13,534,854.
- During the 2020 fiscal year, the net position decreased by \$43,586, from \$21,277,335 to \$21,233,749. Governmental activities net position decreased by \$ 679,436 (11.70 percent) and business type activities net position increased by \$635,851(4.11percent). Pension liabilities mainly contribute to the decrease in Governmental activities net position.
- A decrease in the General Fund revenues has been noted during the fiscal year 2020. Indeed the General Fund Revenues has decreased from \$11,071,882 to \$10,551,982; hence a depletion of \$519,900. This decrease is primarily due to a decrease in intergovernmental revenue, licenses and permits, grant revenue, fines and forfeitures and charges services. The governmental fund received transfers in of \$635,053 from the sewer utility and stormwater drainage funds of \$423,847 and \$211,206 respectively. General Fund expenditures increased by \$1,163,778, from \$10,198,503to \$11,362,281. Increases in salaries and public safety were the primary causes of that variance.
- During the current fiscal year, the General Fund reported a negative balance of (\$810,999) as revenues in excess of expenditures compared to a positive balance of \$873,379 in the prior fiscal year. As mentioned above, the decrease in revenues and the increase of the expenditures were the main causes of that variance.
- Business-type activities generated a net operating income of \$1,136,704 in fiscal year 2020, compared to \$1,534,510 in 2019. During the fiscal year 2020, operating revenues increased by \$161,924 from fiscal year 2019, while operating expenditures increased by 559,730 from \$2,631,586 in 2019 to \$3,191,316 in 2020. Increases in salaries and contractual services were the principal reasons of the variance.

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

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020

contains other required supplementary information in addition to the basic financial statements themselves.

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

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020

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 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 2019 and 2020 are presented for comparison purpose.

The schedule below summarizes the Town net position for the fiscal year ended 2020 and 2019.

	NET POSITION SEPTEMBER 30,					
	Governmental activities		Business-type activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 6,060,981	\$ 5,518,962	\$ 13,645,256	\$ 12,091,489	\$ 19,706,237	\$ 17,610,451
Capital assets, net of depreciation	3,339,911	3,377,233	5,363,221	6,055,857	8,703,132	9,433,090
Total assets	9,400,892	8,896,195	19,008,477	18,147,346	28,409,369	27,043,541
Deferred outflows of resources	1,089,810	877,287	216,696	176,316	1,306,506	1,053,603
Current liabilities	1,819,923	946,101	201,685	147,069	2,021,608	1,093,170
Long-term liabilities (restated)	2,823,166	2,387,117	2,746,460	2,621,050	5,569,626	5,008,167
Total liabilities	4,643,089	3,333,218	2,948,145	2,768,119	7,591,234	6,101,337
Deferred inflows of resources	720,374	633,589	170,518	84,873	890,892	718,462
Net position						
Net investment in capital assets	3,339,911	3,377,233	3,290,468	3,938,936	6,630,379	7,316,169
Restricted	41,735	42,679	1,026,781	932,235	1,068,516	974,914
Unrestricted	1,745,594	2,386,764	11,789,261	10,599,488	13,534,854	12,986,252
Total net position	\$ 5,127,240	\$ 5,806,676	\$ 16,106,510	\$ 15,470,659	\$ 21,233,749	\$ 21,277,335

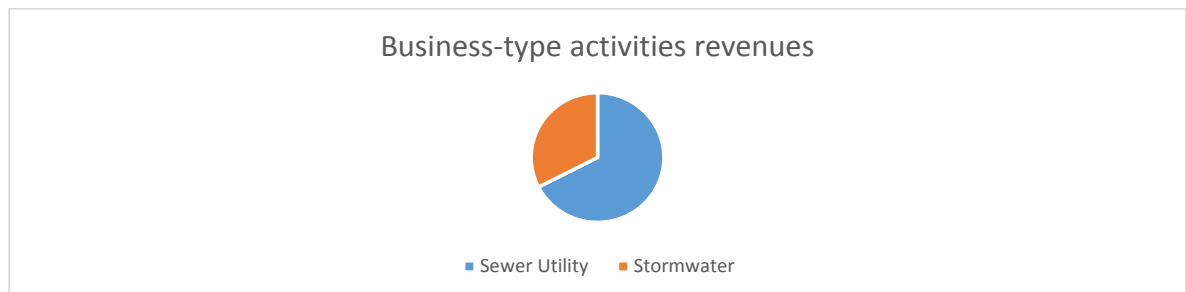
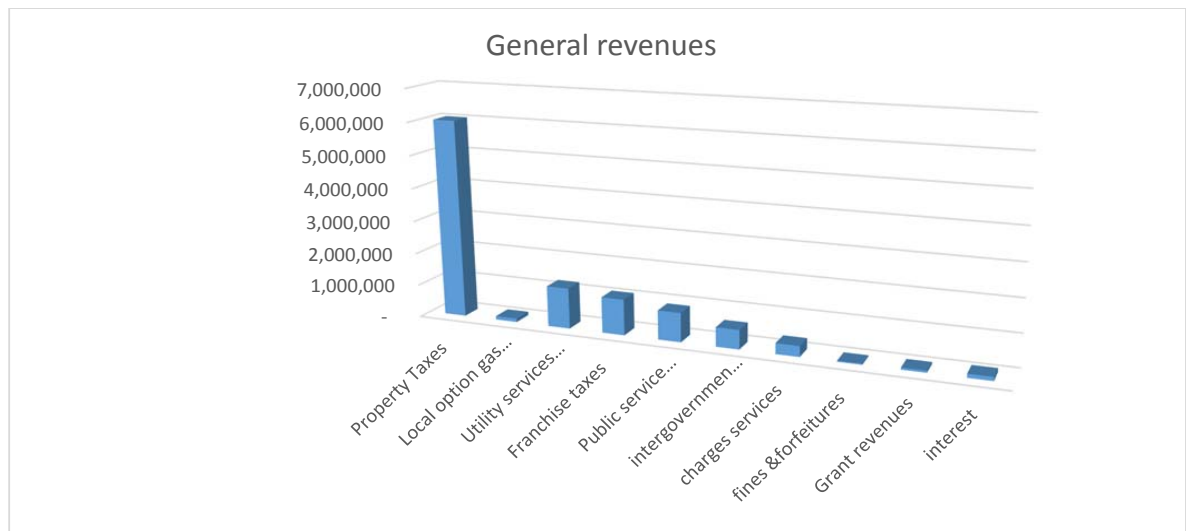
The Town's combined net position was \$21,233,749 as of September 30, 2020. Governmental activities net position totaled \$5,127,240 and business-type activities net position totaled \$16,106,510. This represent an increase of \$43,586 from fiscal year 2019.

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, 2020, the Town's unrestricted net position increased by \$ 548,603 which resulted from a combination of the governmental activities unrestricted net position decrease of \$641,170 and the business-type activities net position increase of \$1,189,773. The combined unrestricted net position amounted to \$3,534,854 as of September 30, 2020. 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 of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020

Town's strict zoning regulations and a balanced land use provide for the Town's stable growth of industrial, commercial, residential and recreational development.

General discussion on revenues: Property tax revenues is the major revenue source in the General Fund and it accounts for 57% of the fund revenues and 58% of the government-wide general revenues in the fiscal year 2020. 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 increased by \$321,311 to \$6,031,078 compared to prior year revenues of \$5,709,767. Increase was due to the increase in property value. 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 \$519,900 which was due mainly to a decrease in licenses and permits by \$199,076, intergovernmental revenue by \$441,238, grant revenue by \$63,328 and fines and forfeitures by \$40,947.

Business type activities for the year resulted in an increase in the net position of \$635,850. The main reason for this change are:

Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020

- Sewer utility fund revenue exceeded total expenses by \$235,576. Stormwater drainage fund revenue exceeded total expenses by \$400,274.

General discussion on expenses: Expenses for the governmental and business type activities were \$11,866,469 and \$3,282,530, respectively. One of the Town's major expenses is to Broward County for police and fire rescue which accounts for \$6,844,639 or 58% of the total expenses for governmental activities.

During the fiscal year 2020 the Town experienced an increased in salaries of \$947,870 which is mainly due to the arrival of 2 new commissioners in the Board. Program expenses for business type activities funds increased by \$558,273. This increase was due mainly to the increase in employees' salaries combined with an increase 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	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	\$ 1,447,434	\$ 1,703,766	\$ 4,328,020	\$ 4,166,096	\$ 5,775,454	\$ 5,869,862
Operating grants and contributions	61,672	125,000	-	-	61,672	125,000
Capital grants and contributions	-	-	5,376	40,011	5,376	40,011
General revenues:						
Property taxes	6,031,078	5,709,767	-	-	6,031,078	5,709,767
Other taxes and fees	2,233,911	2,208,703	-	-	2,233,911	2,208,703
Intergovernmental revenue	584,069	1,025,307	-	-	584,069	1,025,307
Unrestricted investment earnings	115,692	125,487	213,571	243,408	329,263	368,895
Miscellaneous	78,124	173,852	6,467	-	84,591	173,852
Transfers	635,053	623,681	(635,053)	(623,681)	-	-
Total revenues	11,187,033	11,695,563	3,918,381	3,825,834	15,105,414	15,521,397
Expenses:						
Governmental activities:						
General government	2,900,151	1,959,316	-	-	2,900,151	1,959,316
Public safety	6,850,677	6,055,296	-	-	6,850,677	6,055,296
Building	501,838	436,730	-	-	501,838	436,730
Physical environment	345,266	307,184	-	-	345,266	307,184
Public works	626,939	377,999	-	-	626,939	377,999
Culture and recreation	641,599	516,604	-	-	641,599	516,604
Business - type activities:						
Sewer utilities	-	-	2,383,422	1,931,740	2,383,422	1,931,740
Stormwater drainage district	-	-	899,108	792,517	899,108	792,517
Total expenses	11,866,469	9,653,129	3,282,530	2,724,257	15,148,999	12,377,386
Change in net position (before 2018 restatement)	(679,436)	2,042,434	635,851	1,101,577	(43,585)	3,144,011
Net position - beginning (restated)	5,806,676	3,764,242	15,470,659	14,369,082	21,277,335	18,133,324
Net position - ending	\$ 5,127,240	\$ 5,806,676	\$ 16,106,510	\$ 15,470,659	\$ 21,233,750	\$ 21,277,335

**Town of Pembroke Park, Florida
Management's Discussion and Analysis
Fiscal Year Ended September 30, 2020**

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, 2020, unassigned fund balance of the General Fund was \$ 3,943,981 down by \$180,513 compared with fiscal year 2019.

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 \$16,106,510 at the end of the fiscal year ended September 30, 2020, an increase of \$635,850 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 2020 were below final budget by \$ 574,980. Actual expenditures for the year were \$1,220,653 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 capital outlay and public works.

The Town collected \$16,373, \$152,165, \$250,305, \$63,307 and \$91,192 more than the final budget for Ad Valorem Taxes, Utility Services, Licenses and Permits, Franchise Taxes and Interest, respectively. Grant revenue Charges for services, Charges services, Intergovernmental revenues and local option gas were less than final budget by \$610,768, \$133,422, \$52,674, and \$14,469, respectively.

Capital Assets

The Town's investment in capital assets for its governmental and business-type activities as of September 2020 totaled \$8,703,132 (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, 2020**

The Town continues its capital outlay efforts by upgrading the water and wastewater lines. But this year due to COVID-19 the amount spent on these infrastructure improvements decreased by \$378,396 to \$159,930 compared to \$538,326, for the year 2019.

Debt Administration

At the end of the fiscal year 2020 the Town has debt totaling \$ 5,569,626. 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.

The pandemic (Covid-19) had severe economic impact on local economy this year which resulted in a decrease of the Town revenues. The main factor contributing to this has been the increase of unemployment.

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 much severe 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 still have a decrease of its revenues considering the economic impact of the pandemic (Covid-19).

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, 2020

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash, cash equivalents and equity in pooled cash	\$ 689,234	\$ 7,168,822	\$ 7,858,056
Investments	4,973,490	4,595,983	9,569,473
Accounts receivable, net	285,238	853,670	1,138,908
Intergovernmental receivables	157,458	-	157,458
Prepays	42,387	-	42,387
Restricted cash	41,735	1,026,781	1,068,516
Net pension asset – Commissioner pension	(128,561)	-	(128,561)
Capital assets:			
Nondepreciable	2,167,660	34,347	2,202,007
Depreciable, net	1,172,251	5,328,874	6,501,125
Total assets	<u>9,400,892</u>	<u>19,008,477</u>	<u>28,409,369</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension	1,089,810	216,696	1,306,506
LIABILITIES			
Accounts payable	1,495,761	180,863	1,676,624
Accrued liabilities	77,907	13,344	91,251
Accrued interest payable	-	7,478	7,478
Unearned revenues	172,369	-	172,369
Customer deposits	73,888	-	73,888
Noncurrent liabilities:			
Due in less than one year:			
Note payable	-	39,000	39,000
Compensated absences	341,515	-	341,515
Due in more than one year:			
Note payable	-	2,012,000	2,012,000
Compensated absences	123,675	21,753	145,428
Net OPEB liability	31,313	8,946	40,259
Net pension liability	2,326,661	664,761	2,991,422
Total liabilities	<u>4,643,089</u>	<u>2,948,145</u>	<u>7,591,234</u>
DEFERRED INFLOWS OF RESOURCES			
Pension	720,374	170,518	890,892
NET POSITION			
Net investment in capital assets	3,339,911	3,290,468	6,630,379
Restricted for:			
Law enforcement	41,735	-	41,735
Debt service	-	162,900	162,900
Capital projects	-	863,881	863,881
Unrestricted	1,745,594	11,789,261	13,534,855
Total net position	<u>\$ 5,127,240</u>	<u>\$ 16,106,510</u>	<u>\$ 21,233,750</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, 2020

<u>Functions/Programs</u>	Program Revenues		Net (Expenses) Revenue and Changes in Net Position				Total
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	
Primary government							
General government	\$ 2,900,151	\$ 334,940	\$ -	\$ -	\$ (2,565,211)	\$ -	\$ (2,565,211)
Public safety	6,850,677	405,940	-	-	(6,444,737)	-	(6,444,737)
Building	501,838	704,854	-	-	203,016	-	203,016
Physical environment	345,266	-	61,672	-	(283,594)	-	(283,594)
Public works	626,938	-	-	-	(626,938)	-	(626,938)
Culture and recreation	641,599	1,700	-	-	(639,899)	-	(639,899)
Total governmental activities	11,866,469	1,447,434	61,672	-	(10,357,363)	-	(10,357,363)
Business-type activities:							
Sewer utilities	2,383,422	2,919,982	-	5,376	-	541,936	541,936
Stormwater drainage district	899,108	1,408,038	-	-	-	508,930	508,930
Total business-type activities	3,282,530	4,328,020	-	5,376	-	1,050,866	1,050,866
Total	15,148,999	5,775,454	61,672	5,376	(10,375,363)	1,050,866	(9,306,497)
General revenues:							
Property taxes					6,031,078	-	6,031,078
Local option gas tax					104,667	-	104,667
Utility service taxes					1,241,188	-	1,241,188
Franchise taxes					888,056	-	888,056
Intergovernmental revenue					584,069	-	584,069
Unrestricted investment earnings					115,692	213,571	329,263
Miscellaneous					78,124	6,467	84,591
Transfers					635,053	(635,053)	-
Total general revenues					9,677,927	(415,015)	9,262,912
Change in net position					(679,436)	635,851	(43,585)
Net position - beginning					5,806,676	15,470,659	21,277,335
Net position - ending					\$ 5,127,240	\$ 16,106,510	\$ 21,233,750

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Balance Sheet – Governmental Fund
September 30, 2020

	Major Fund	Non-Major	Total Governmental Funds
	General Fund	Governmental fund	
ASSETS			
Cash – unrestricted and restricted	\$ 44,199	\$ 686,770	\$ 730,969
Equity in pooled investments and pooled cash	4,973,490	-	4,973,490
Accounts receivable, net	285,238	-	285,238
Intergovernmental receivable	157,458	-	157,458
Prepays	42,387	-	42,387
Total assets	\$ 5,502,772	\$ 686,770	\$ 6,189,542
LIABILITIES AND FUND BALANCE			
Liabilities:			
Accounts payable	\$ 1,477,603	\$ 18,157	\$ 1,495,760
Accrued liabilities	77,907	-	77,907
Accrued compensated absences	341,515	-	341,515
Unearned revenue	172,369	-	172,369
Customer deposits	73,888	-	73,888
Total liabilities	2,143,282	18,157	2,161,439
Fund balance			
Nonspendable			
Prepaid items	42,387	-	42,387
Restricted:			
Law enforcement	41,735	-	41,735
Unassigned	3,275,368	668,613	3,943,981
Total fund balance	3,359,490	668,613	4,028,103
Total liabilities and fund balances	\$ 5,502,771	\$ 686,770	\$ 6,189,542

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, 2020

Fund balance - governmental funds		\$ 4,028,103
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	\$ 7,977,112	
Accumulated depreciation	<u>(4,657,201)</u>	3,399,911
Deferred outflows of resources related to pensions are recorded in the statement of net position.		1,089,810
Deferred inflows of resources related to pensions are recorded in the statement of net position.		(720,374)
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.		(128,561)
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		(31,313)
Net pension liability		(2,326,661)
Compensated absences		<u>(123,675)</u>
Net position of governmental activities		<u>\$ 5,127,240</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, 2020

	Major Fund	Non-Major	Total
	General Fund	Governmental Fund	Governmental Funds
REVENUES			
Property taxes	\$ 6,031,078	\$ -	\$ 6,031,078
Local option gas tax	104,668	-	104,668
Utility service taxes	1,241,188	-	1,241,188
Licenses and permits	370,213	721,087	1,091,300
Franchise taxes	888,057	-	888,057
Intergovernmental revenues	584,069	-	584,069
Charges for services	323,678	-	323,678
Fines and forfeitures	32,456	-	32,456
Grants revenues	61,672	-	61,672
Interest	115,692	-	115,692
Miscellaneous	78,124	-	78,124
Total revenues	9,830,895	721,087	10,551,982
EXPENDITURES			
Current			
General government	2,943,794	-	2,943,794
Public safety	6,845,467	-	6,845,467
Building	-	407,244	407,244
Physical environment	189,082	-	189,082
Public works	414,727	-	414,727
Culture and recreation	402,037	-	402,037
Capital outlay	159,930	-	159,930
Total expenditures	10,955,037	407,244	11,362,281
Excess of revenues (under) over expenditures	(1,124,142)	313,843	(810,299)
OTHER FINANCING SOURCES			
Transfers in	635,053	-	635,053
Total other Financing Sources	635,053	-	635,053
Net change in fund balances	(489,089)	313,843	(175,246)
Fund balance – beginning	3,848,579	354,770	4,203,349
Fund balance – ending	\$ 3,359,490	\$ 668,613	\$ 4,028,103

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, 2020

Net change in fund balance – total governmental funds	\$ (175,246)
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.	159,930
Depreciation on capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(230,733)
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	(496,791)
Change in compensated absence	22,605
Change in other post-employment benefit obligation	40,799
Change in net position of governmental activities	<u>\$ (679,436)</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, 2020

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
ASSETS			
Current assets:			
Equity in pooled cash and cash equivalents	\$ 3,179,871	\$ 3,988,951	\$ 7,168,822
Equity in pooled investments	2,262,958	2,333,025	4,595,983
Accounts receivable, net	636,201	217,469	853,670
Restricted cash	1,026,781		1,026,781
Prepaid	-	-	-
Total current assets	7,105,811	6,539,445	13,645,256
Noncurrent assets:			
Capital assets:			
Construction in progress	-	34,347	34,347
Infrastructure	7,185,955	10,574,128	17,760,083
Machinery and equipment	183,500	98,016	281,516
Less accumulated depreciation	(5,052,229)	(7,660,496)	(12,712,725)
Total capital assets, net	2,317,226	3,045,995	5,363,221
Total noncurrent assets	2,317,226	3,045,995	5,363,221
Total assets	9,423,037	9,585,440	19,008,477
DEFERRED OUTFLOWS OF RESOURCE			
Pension	135,435	81,261	216,696
LIABILITIES			
Current liabilities:			
Accounts payable	171,647	9,216	180,863
Accrued liabilities	9,955	3,389	13,344
Accrued interest payable	7,478	-	7,478
Current portion of loan payable	39,000		39,000
Total current liabilities	228,080	12,605	240,685
Noncurrent liabilities:			
Notes and loans payable	2,012,000	-	2,012,000
Compensated absences	14,149	7,604	21,753
OPEB liability	5,591	3,355	8,946
Net pension liability	415,476	249,285	664,761
Total noncurrent liabilities	2,447,216	260,244	2,707,460
Total liabilities	2,675,296	272,849	2,948,145
DEFERRED INFLOWS OF RESOURCES			
Pension	106,574	63,944	170,518
NET POSITION			
Net investment in capital assets	252,077	3,038,391	3,290,468
Restricted for debt service	162,900	-	162,900
Restricted for capital projects	863,881	-	863,881
Unrestricted	5,497,745	6,291,516	11,789,261
Total net position	\$ 6,776,603	\$ 9,329,907	\$ 16,106,510

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, 2020

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
OPERATING REVENUES			
Charges for services	\$ 2,919,982	\$ 1,408,038	\$ 4,328,020
Total operating revenues	2,919,982	1,408,038	4,328,020
OPERATING EXPENSES			
Salaries and benefits	495,676	279,005	774,681
Contractual services	1,178,711	-	1,178,711
Repairs and maintenance	138,596	22,954	161,550
Miscellaneous expense	26,247	20,032	46,279
Insurance premiums	111,870	58,591	170,461
Utilities	60,144	34,166	94,310
Depreciation and amortization	280,963	484,361	765,324
Total operating expense	2,292,207	899,109	3,191,316
Operating income	627,775	508,929	1,136,704
NON OPERATING REVENUES (EXPENSES)			
Interest revenue	117,487	96,084	213,571
Interest expense	(91,215)	-	(91,215)
Impact Fee	5,376	6,467	11,843
Total non-operating revenue (expenses)	31,648	102,551	134,199
Transfers	(423,847)	(211,206)	(635,053)
Change in net position	235,576	400,274	635,850
Net position - beginning	6,541,027	8,929,633	15,470,660
Net position - ending	\$ 6,776,603	\$ 9,329,907	\$ 16,106,510

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, 2020

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 2,960,731	\$ 1,375,533	\$ 4,336,264
Payments to employees	(502,708)	(184,583)	(687,291)
Payments to suppliers of goods and services	(1,352,310)	(75,020)	(1,427,330)
Net cash provided by operating activities	1,105,713	1,115,930	2,221,643
CASH FLOWS FROM NON CAPITAL FINANCING ACTIVITIES			
Transfers	(423,847)	(211,206)	(635,053)
Cash received from impact fees and other	5,376	6,467	11,843
Net cash used in non-capital and related financing activities	(418,471)	(204,739)	(623,210)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Purchases of capital assets	(68,960)	(3,728)	(72,688)
Principal paid	(37,000)	-	(37,000)
Interest paid	(91,350)	-	(91,350)
Net cash used in capital and related financing activities	(197,310)	(3,728)	(201,038)
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest earnings	117,487	96,084	213,571
Sales of investments	306,360	115,122	421,482
Net cash provided by capital and related financing activities	423,847	211,206	635,053
Net increase in cash and cash equivalents	913,779	1,118,669	2,032,448
Cash and cash equivalents – October 1	3,292,873	2,870,282	6,163,155
Cash and cash equivalents – September 30	\$ 4,206,652	\$ 3,988,951	\$ 8,195,603

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Cash Flows – Proprietary Funds (Continued)
For the Year Ended September 30, 2020

	Major Funds		
	Sewer Utility	Stormwater Drainage	Total
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income	\$ 627,775	\$ 508,929	\$ 1,136,704
Adjustments to reconcile operating income to net cash provided by operating activities			
Depreciation and amortization	280,963	484,361	765,324
Pension expense	97,424	115,420	212,844
OPEB expense	-	4,371	4,371
Decrease in accounts receivable	50,243	(1,620)	48,623
Increase in prepaids	6,810	1,764	8,574
Decrease in accounts payable	-	-	-
(Decrease) increase in accrued liabilities	51,387	2,132	53,519
Decrease in compensated absences	(9,548)	-	(9,548)
Increased in accrued payroll	659	573	1,232
Total adjustments	477,939	607,002	1,084,941
Net cash provided by operating activities	\$ 1,105,713	\$ 1,115,930	\$ 2,221,643

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, 2020

	Commissioner Pension Trust Fund	Total
ASSETS		
Investments	\$ 2,408,686	\$ 2,408,686
Life insurance and variable annuity contracts	922,812	922,812
Total assets	<u>\$ 3,331,498</u>	<u>\$ 3,331,498</u>
LIABILITIES		
Total liabilities	<u>\$ -</u>	<u>\$ -</u>
NET POSITION		
Held in trust for pension benefits	3,331,498	3,331,498
Total net position	<u>\$ 3,331,498</u>	<u>\$ 3,331,498</u>

The accompanying notes to financial statements are an integral part of these statements.

Town of Pembroke Park, Florida
Statement of Change in Fiduciary Net Position
For the Year Ended September 30, 2020

	Commissioner Pension Trust Fund	Total
ADDITIONS		
Employer contributions	\$ 85,303	\$ 85,303
Investment income, net	241,560	241,560
Total additions	<u>326,863</u>	<u>326,863</u>
DEDUCTIONS		
Benefit payments	88,137	88,137
Administrative expenses	4,895	4,895
Total liabilities	<u>93,032</u>	<u>93,032</u>
Change in net position	233,831	233,831
Net position held in trust for pension benefits - beginning	3,097,667	3,097,667
Net position held in trust for pension benefits - ending	<u>\$ 3,331,498</u>	<u>\$ 3,331,498</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, 2020

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, 2020

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, 2020

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, 2020

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, 2020

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, 2020 were as follows:

	General	Sewer	Stormwater Drainage	Total
State of Florida	\$ 157,457	\$ -	\$ -	\$ 157,457
Utility taxes	77,393	-	-	77,393
Franchise fee	131,974	-	-	131,974
Broward County	29,889	595,534	240,388	865,811
Other receivables	66,253	-	-	66,253
City of Hollywood	-	88,535	-	88,535
Customer accounts receivable	154,071	-	-	154,071
Gross accounts receivable	617,037	684,069	240,388	1,541,494
Less: Allowance for uncollectable accounts	(174,341)	(47,868)	(22,919)	(245,128)
Accounts receivable, net	442,696	\$ 636,201	\$ 217,469	\$ 1,296,366

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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, 2020

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, 2020

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, 2020

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, 2020

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.

GASB 91 – Conduit Debt Obligations.

The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. This Statement also addresses arrangements often characterized as leases that are associated with conduit debt obligations. The requirements of this Statement are effective for reporting periods beginning after December 15, 2020.

GASB 93 – Replacement of Interbank Offered Rates.

The objective of this Statement is to address the accounting and financial reporting implications that result from the replacement of an Interbank offered rate (IBOR). The removal of London Interbank Offered Rate (LIBOR) as an appropriate benchmark interest rate is effective for reporting periods ending after

The Town's management has not yet determined the effect these Statements will have on the Town's financial statements.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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 May 12, 2021, the date the financial statements were available, and does not believe that there are any other events or transactions that require disclosure. 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.

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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

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.

As of September 30, 2020, 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)	\$ -	\$ 146,867	\$ 146,867	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
FL Municipal Investment Trust 1-3 Year High Quality Bond	4,826,623		4,826,623	2	Not Available	Not Available
	<u>\$ 4,826,623</u>	<u>\$ 146,867</u>	<u>\$ 4,973,490</u>			
Business-Type Activities						
Investment in Local Government Surplus Funds Trust Fund (Florida PRIME)	\$ -	\$ 222,841	\$ 222,841	N/A	S&P AAAm	Weighted average of the fund portfolio: 33 days
FL Municipal Investment Trust 1-3 Year High Quality Bond	4,373,142	-	4,373,142	2	Not Available	Not Available
	<u>\$ 4,373,142</u>	<u>\$ 221,841</u>	<u>\$ 4,595,983</u>			

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

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.

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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

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 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, 2020, 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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Investments – Town Commissioner Pension Plan: As of September 30, 2020, 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	\$ 766,703	2	AAA 21%, A 31%, BBB 29%, BB 10%, B 1%, Not Rated 8%	4.65 years
Janus Opportunistic Growth	714,152	2	N/A	N/A
Vanguard Equity- Income ADM	445,125	2	N/A	N/A
Invesco International Growth R5	186,783	2	N/A	N/A
Janus Triton N	177,127	2	N/A	N/A
DFA US Targeted Value I	118,796	2	N/A	N/A
	<u>\$ 2,408,686</u>			
	<u>Value</u>			
Life insurance and variable annuity contracts	\$ 922,812			

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.

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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 4 - PROPERTY TAXES (continued)

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, 2020 was 8.5000 per \$1,000.

NOTE 5 - CAPITAL ASSETS

Capital asset activity governmental activities for the year ended September 30, 2020, 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	3,305,022	193,411	5,578	3,492,855
Improvements other than buildings	1,351,662	-	-	1,351,662
Total capital assets, being depreciated	5,641,619	193,411	5,578	5,829,452
Less accumulated depreciation for:				
Buildings	965,236	-	-	965,236
Machinery and equipment	2,061,429	112,765	5,578	2,168,616
Improvements other than buildings	1,405,381	117,968	-	1,523,349
Total accumulated depreciation	4,432,046	230,733	5,578	4,657,201
Total capital assets, being depreciated, net	1,209,573	(37,322)	-	1,172,251
Governmental activities capital assets, net	\$ 3,377,233	\$ (37,322)	\$ -	\$ 3,339,911

Provision for depreciation was charged to functions of the Town as follows:

	Governmental Activities
General government	\$ 54,889
Public safety	5,210
Building	5,312
Physical Environment	10,323
Public works	117,968
Culture and recreation	37,031
	<u>\$ 230,733</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 5 - CAPITAL ASSETS (continued)

Capital asset activity business-type activities for the year ended September 30, 2020, 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	34,347	-	-	34,347
Capital assets, being depreciated				
Infrastructure	17,760,083	-	-	17,760,083
Machinery and equipment	208,828	72,688	-	281,516
Total capital assets, being depreciated	17,968,911	72,688	-	18,041,599
Less accumulated depreciation for:				
Infrastructure	11,817,924	739,986	-	12,557,910
Machinery and equipment	129,477	25,338	-	154,815
Total accumulated depreciation	11,947,401	765,324	-	12,712,725
Total capital assets, being depreciated, net	6,021,510	(692,636)	-	5,328,874
Business-type activities capital assets, net	\$ 6,055,857	\$(692,636)	\$ -	\$ 5,363,221

Provision for depreciation was charged to functions of the Town as follows:

	Business-type Activities
Sewer utility	\$ 280,963
Stormwater drainage district	484,361
	<u>\$ 765,324</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 6 – LONG-TERM DEBT

Debt: During the year ended September 30, 2020, 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	\$1,867,846	\$458,817	\$ -	\$2,326,663	\$ -
Net OPEB Liability (restated)	76,686	-	45,373	31,313	-
Compensated absences	101,070	22,605	-	123,675	-
	<u>\$ 2,045,602</u>	<u>\$481,422</u>	<u>\$ 45,373</u>	<u>\$2,481,651</u>	<u>\$ -</u>
Business-type activities					
Revenue Bond, Series 2009	\$2,088,000	\$ -	\$ 37,000	2,051,000	\$ 39,000
Net pension liability	484,256	180,505	-	664,761	-
Net OPEB Liability	19,882		10,936	8,946	-
Compensated absences	28,922		7,169	21,753	-
	<u>\$2,621,060</u>	<u>\$180,505</u>	<u>\$ 55,105</u>	<u>\$2,746,460</u>	<u>\$ 39,000</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, 2020, these covenants have been met. The Bond is secured by a pledge of revenues from the Town's revenues from the Sewer Utility Fund.

The following is a schedule of approximate future debt service requirements for business-type activities at September 30, 2020

Year ending	Principal	Interest	Total
September 30,			
2021	\$ 39,000	\$ 89,731	\$ 128,731
2022	40,000	88,025	128,025
2023	42,000	86,275	128,275
2024	44,000	84,438	128,438
20245	46,000	82,513	128,513
2026-2030	262,000	380,581	642,581
2031-2035	325,000	318,063	643,063
2036-2040	402,000	240,363	642,363
2041-2045	497,000	144,550	641,550
2046-2048	354,000	31,411	385,411
Total	<u>\$ 2,051,000</u>	<u>\$ 1,545,950</u>	<u>\$ 3,596,950</u>

**Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020**

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.

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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

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 2020 fiscal year were as follows:

Class	Percent of Gross Salary July 1, 2019 to September 30, 2019		Percent of Gross Salary July 1, 2020 to September 30, 2020	
	Employee	Employer (1)	Employee	Employer (1)
FRS, Regular	3.00	8.47	3.00	10.00
FRS, Senior Management	3.00	25.41	3.00	27.29
FRS, Elected Officers	3.00	48.82	3.00	49.18

(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 \$284,459 for the fiscal year ended September 30, 2020.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2020, the Town reported a liability of \$2,370,244 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The Town's proportion of the net pension liability was based on a projection of the Town's 2019-20 fiscal year contributions relative to the 2019-20 fiscal year contributions of all participating members. At June 30, 2020, the Town's proportion was .0054% percent, which was an increase of .0001% percentage points from its proportion measured as of June 30, 2019.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

For the year ended September 30, 2020, the Town recognized pension expense of \$435,986 related to the FRS plan. At September 30, 2020, 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	\$ 90,714	\$ -
Change of assumptions	429,090	-
Net difference between projected and actual on FRS earnings pension plan investments	141,127	-
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	85,100	(553,255)
Town FRS contributions subsequent to the measurement date	54,881	-
Total	\$ 800,912	\$ (553,255)

\$54,881 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, 2020. 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
2020	\$ 69,911
2021	21,090
2022	50,957
2023	34,439
2024	9,914
Thereafter	2,465
Total	\$ 192,776

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	2.40%
Salary increases	3.25%, average, including inflation
Investment rate of return	6.80%, net of pension plan investment expense, including inflation

During the fiscal year 2020 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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

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 6.90% to 6.80%. 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	100.0%			
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 6.80%. 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.

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 6.80 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 (5.8 percent) or 1-percentage-point higher (7.8 percent) than the current rate:

	1% Decrease (5.8%)	Current Discount Rate (6.8%)	1% Increase (7.8%)
Town's proportionate share of net pension liability	\$ 3,784,881	\$ 2,730,244	\$ 1,188,733

**Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020**

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

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, 2020, 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, 2020, the HIS contribution for the period October 1, 2018 through September 30, 2020 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 \$32,118 for the fiscal year ended September 20, 2020.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2020, the Town reported a liability of \$621,180 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The Town's proportionate share of the net pension liability was based on the Town's 2019-20 fiscal year contributions relative to the 2019-20 fiscal year contributions of all participating members. At June 30, 2020, the Town's proportionate share was .00508% percent, which was an increase of .00005% percent from its proportionate share measured as of June 30, 2019.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

For the fiscal year ended September 30, 2020, the Town recognized pension expense of \$34,904 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:

<u>Description</u>	<u>Deferred outflows of resources</u>	<u>Deferred inflows of resources</u>
Differences between expected and actual experience	\$ 25,410	\$ (479)
Change of assumptions	66,795	(36,119)
Net difference between projected and actual earnings on HIS plan investments	496	-
Changes in proportion and differences between Town HIS contributions and proportionate share of HIS contributions	73,335	(177,478)
Town HIS contributions to the measurement date	8,183	-
Total	<u>\$ 174,219</u>	<u>\$ (214,076)</u>

The deferred outflows of resources related to the HIS Plan, totaling \$8,183 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, 2020.

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:

<u>Year Ending September 30:</u>	<u>Amount</u>
2021	\$ (13,295)
2022	(9,862)
2023	(2,695)
2024	(6,258)
2025	(8,521)
Thereafter	(7,409)
Total	\$ (48,040)

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	2.40%
Salary increases	3.25%, average, including inflation
Municipal bond rate	2.21%

Mortality rates was changed from Generational RP-2000 with Projection Scale BB tables to the PUB-2010 base table, projected generationally with Scale MP-2018. The municipal bond rate used to determine total pension liability was decreased from 3.50% to 2.21%.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

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 2.21%. 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 2.21%, 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 (1.21%) or one percentage point higher (3.21%) than the current rate:

	1% Decrease (1.21%)	Current Discount Rate (2.21%)	1% Increase (3.21%)
Town's proportionate share of net pension liability	\$ 718,056	\$ 621,180	\$ 541,887

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.

NOTE 8 - TOWN COMMISSIONER PENSION PLAN

During the fiscal year ended September 30, 2008, 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, 2020, 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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

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 \$85,303. At September 30, 2020, the Plan holds \$2,408,686 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, 2020
Measurement date	September 30, 2020
Actuarial cost method	Entry age normal
Actuarial assumptions	
Rate of return	6.00%
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%
	White Collar and 50% Blue Collar
Mortality	Annuitant using Scale BB for males

Development of Single Discount Rate

Single Discount Rate	6.00%
Long-Term Expected Rate of Return	6.00%
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.

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

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, 2020:

Asset Class/Investment Category	Target Allocation
Equity Securities and Similar Funds:	
U.S. stocks	38.00%
Global stocks	10.00%
	48.00%
Fixed Income and Similar Funds:	
Multi Sector Bonds	32.00%
Alternative Investments	20.00%
Total	100.00%

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, 2020, that met the criteria for disclosure.

Rate of Return – For the year ended September 30, 2020, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 7.38%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

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, 2020 are summarized in the following table:

Target Allocation	Asset Class	Long Term Expected Real Rate or Return (Arithmetic)
38%	U.S. Stocks	5.03%
10%	Global Stocks	5.32%
32%	Multi Sector Bonds	1.40%

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Discount rate

The discount rate used to measure the total pension liability was 6.00% 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, 2020 is as follows:

	Increases (Decreases)		
	Total Pension Liability (a)	Plan Fiduciary Position (b)	Net Pension Liability (a) (b)
Balances at September 30, 2019	\$ 3,069,669	\$ 3,097,667	\$ (27,998)
Changes for the year:			
Service cost	83,600	-	83,600
Interest cost	196,664	-	196,664
Contributions employer	-	85,303	(85,303)
Differences between expected and actual experience	113,830	-	113,830
Change in assumptions and method	84,433	-	84,433
Net investment income	-	241,560	(241,560)
Benefit payments, including refunds of member contributions	(88,137)	(88,137)	-
Administrative expense	-	(4,895)	4,895
Net Changes	390,390	233,831	156,559
Balances at September 30, 2020	\$ 3,460,059	\$ 3,331,498	\$ 128,561

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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 6.00%, 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 (5.00%) or 1.00% higher (7.00%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
	5.00%	6.00%	7.00%
Net Pension Liability (Asset)	\$ 455,687	\$ 128,561	\$ (144,446)

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended September 30, 2020, the Town recognized pension expense of \$ 111,094 for this Plan. At September 30, 2020 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	\$ 142,360	\$ -
Change of assumptions	84,433	-
Difference between projected and actual earnings on pension plan investments	104,582	(123,561)
Total	<u>\$ 331,375</u>	<u>\$ (123,561)</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
2020	\$ 27,032
2021	33,893
2022	50,491
2023	64,838
2024	31,560
Thereafter	-
Total	<u>\$ 207,814</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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	9/30/2019
Actuarial cost method	Entry Age Cost Method (Level % of pay)
	3.58% per annum (based on the September 20, 2019 S&P Municipal Bond Buyer 20 Year High Grade Rate Index published by S&P Dow Jones Indices.
Discount rate	
Projected salary increases	2.50%
Inflation	2.50%
	Initial trend rate of 7.50% in fiscal 2020, grading down to the ultimate trend rate of 4.0% in fiscal year 2075
Health Care inflation	
	PubG-2010 Combined Healthy Mortality Tables projected to the valuation date using MP-2019
Mortality rates	

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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 decreased from 4.18% to 3.58%.

The total OPEB liability at September 30, 2020 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, 2020 were as follows:

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2018 for FY 19	\$ 96,568	\$ -	\$ 96,568
Changes due to:			
Service cost	6,423	-	6,423
Interest	4,263	-	4,263
Differences between Expected and Actual Experience	(29,801)		(29,801)
Experience losses/(gains)	-	-	-
Changes in assumptions	(35,142)	-	(35,142)
Benefit payments and refunds	(2,052)	-	(2,052)
Balance as of September 30, 2019 for FY 20	<u>\$ 40,259</u>	<u>\$ -</u>	<u>\$ 40,259</u>

Town of Pembroke Park, Florida
Notes to the Financial Statements
For the Year Ended September 30, 2020

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 (2.58%) or 1-percentage-point higher (4.58%) than the current discount rate:

	1% Decrease (2.58%)	Current Discount Rate (3.58%)	1% Increase (4.58%)
Total OPEB liability	\$ 46,292	\$ 40,259	\$ 35,303

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 6.5%)	Healthcare Cost Trend (4.0% to 7.5%)	1% Increase (5.0% to 8.5%)
Total OPEB liability	\$ 34,902	\$ 40,259	\$ 46,783

OPEB Expense

For the year ended September 30, 2020, the Town recognized OPEB expense of \$(52,457).

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Risk Management:

During the fiscal year ended September 30, 2020 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, 2020

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, 2020, 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 2020 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, 2020, 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 \$3,300,127 for police services and traffic enforcement for the year ended September 30, 2020.

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, 2020, 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, 2020 was \$3,545,340.

As of September 30, 2020 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 \$60,000. 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, 2020**

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, 2020, Town Manager's Compensated absence has been calculated based on the effective time of services. The total amount is 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).

Last year, 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, 2020

	Budgeted Amounts	Actual	Variance with
	Original and Final	Amounts	Final Budget –
			Positive
			(Negative)
REVENUES			
Property taxes	\$ 6,014,705	\$ 6,031,078	\$ 16,373
Local option gas tax	119,137	104,668	(14,469)
Utility service taxes	1,225,000	1,091,300	152,165
Licenses and permits	939,135	1,290,376	250,305
Franchise taxes	824,750	888,057	63,307
Intergovernmental revenues	636,743	584,069	(52,674)
Charges for services	457,100	323,678	(133,422)
Fines and forfeitures	39,000	32,456	(6,544)
Grant Revenue	672,440	61,672	(610,768)
Interest	24,500	115,692	91,192
Miscellaneous	809,505	713,177	(96,328)
Total revenues	11,762,015	11,187,035	(574,980)
EXPENDITURES			
Current:			
General government:			
Mayor and Commission	439,725	394,583	(45,142)
Financial and administrative	1,527,294	1,419,620	(107,674)
Town attorney	283,500	283,159	(341)
Comprehensive planning	270,000	265,318	(4,682)
Non-departmental	514,412	568,802	54,390
Total general governmental	3,034,931	2,931,482	(103,449)
Public safety			
Police	3,316,064	3,300,127	(15,937)
Fire	3,545,340	3,545,340	-
Total public safety	6,891,404	6,845,467	(15,937)
Building	406,518	407,244	726
Physical environment	281,016	189,082	(91,934)
Public works	587,353	414,727	(172,626)
Culture and recreation	490,314	414,349	(75,965)
Capital outlay	921,398	159,332	(761,468)
Total expenditures	12,582,934	11,362,281	(1,220,653)
Excess (deficiency) of revenues over (under) expenditures	\$ -	(175,246)	\$ (1,795,633)
Fund balance – beginning		4,203,349	
Fund balance – ending		\$ 4,028,103	

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, 2020

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, 2020, expenditures exceeded appropriations in the following departments.

<u>Department</u>	<u>Excess Expenditures over Budget</u>
Non- Departmental	\$ 54,390
Building	\$ 726

Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Changes in Net Pension Liability and Related Ratios

	2020	2019	2018	2017	2016	2015	2014
Total pension liability							
Service cost	\$ 83,600	\$ 61,060	\$ 316,660	\$ 66,093	\$ 55,785	\$ 21,941	\$ 21,303
Interest	196,664	184,097	180,541	176,986	127,969	99,066	94,948
Differences between expected and actual experiences							
	113,830	35,662	(370,636)	(146,601)	177,571	321,666	(4,885)
Changes in assumptions and methods	84,433	-	-	-	(420,088)	(427,321)	-
Benefit payments, including refunds of member contributions							
	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Net change in total pension liability	390,390	193,985	69,683	69,815	753,457	(12,548)	81,279
Total pension liability – beginning	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277	1,913,998
Total pension liability – ending	3,460,059	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277
Plan fiduciary net position							
Contributions – employer	85,303	37,362	370,136	121,583	137,490	62,510	66,669
Net investment income	241,560	67,948	246,124	229,468	150,300	(75,642)	136,270
Benefit payments, including refunds of member contributions							
	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Administrative expenses	(4,895)	(4,202)	(4,404)	(4,183)	(8,384)	-	(4,192)
Other	-	-	-	-	445,681	-	-
Net change in plan fiduciary net position	233,831	14,274	554,974	320,205	697,131	(41,032)	168,660
Plan fiduciary net position – beginning	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115	1,383,455
Plan fiduciary net position – ending	3,331,498	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115
Town net pension liability – ending	128,561	(27,998)	(207,709)	277,582	527,972	471,646	443,162
Plan fiduciary net position as a percentage of the total pension liability							
	96.28%	100.91%	107%	90%	81%	76%	78%
Covered payroll	\$ 129,780	\$ 43,260	\$ 43,260	\$ 43,260	\$ 42,000	\$ 36,000	\$ 28,000
Town net pension liability as a percentage of covered payroll	99.06%	-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, 2020

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Actuarially determined contribution	\$ 85,303	\$ 38,529	\$351,306	\$ 80,278	\$ 67,848	\$ 62,510	\$ 66,669	\$ 67,003	\$ 82,875	\$141,245	\$ 94,591
Actual contribution	85,303	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	\$129,780	\$129,780	\$154,000	\$180,000	\$180,000	\$144,000	\$140,000	\$140,000	\$126,000	\$126,000	\$126,000
Contributions as a % of covered payroll	65.73%	28.79%	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	6.00%
Retirement age	Early retirement age
Mortality	IRS Prescribed Mortality PUB-2010 – Headcount Weighted General Below Median Healthy Retiree Male Table, set back 1 year with Male MP-2018 generational improvement scale.

**Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Annual Money-Weighted Rate of Return
Last Ten Fiscal Years**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
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%	7.38%

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

	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the FRS net pension liability	0.0054%	0.0053%	0.0092%	0.0089%	0.0085%	0.0092%	0.0080%
Town's proportionate share of the FRS net pension liability	\$ 2,370,244	\$ 1,837,772	\$ 2,761,625	\$ 2,461,826	\$ 2,145,618	\$ 1,971,713	\$ 485,749
Town's covered payroll	\$ 1,934,795	\$ 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	122.51%	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	78.85%	82.61%	84.26%	83.80%	84.88%	92.00%	96.09%

Retiree Health Insurance Subsidy Program

	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the HIS net pension liability	0.0050%	0.0046%	0.0069%	0.0070%	0.0065%	0.0064%	0.0061%
Town's proportionate share of the HIS net pension liability	\$ 621,180	\$ 514,330	\$ 727,357	\$ 747,307	\$ 752,274	\$ 657,431	\$ 574,234
Town's covered payroll	\$ 1,934,795	\$ 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	32.11%	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	3.00%	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

	2020	2019	2018	2017	2016	2015	2014
Contractually required FRS contribution	\$ 284,459	\$ 172,378	\$ 225,033	\$ 233,168	\$ 211,718	\$ 228,392	\$ 207,813
FRS contributions in relation to the contractually required contribution	(284,459)	(172,378)	(225,033)	(233,168)	(211,718)	(228,392)	(207,813)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 1,934,795	\$ 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	14.70%	11.18%	11.80%	11.24%	11.13%	11.54%	11.22%

Retiree Health Insurance
Subsidy Program

	2020	2019	2018	2017	2016	2015	2014
Contractually required HIS contribution	\$ 32,118	\$ 25,593	\$ 31,666	\$ 34,433	\$ 31,588	\$ 26,843	\$ 22,507
HIS contributions in relation to the contractually required contribution	(32,118)	(25,593)	(31,666)	(34,433)	(31,588)	(26,843)	(22,507)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 1,934,795	\$ 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%	1.66%	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>2020</u>
Total OPEB Liability	
Service cost	\$ 6,423
Interest	4,263
Difference between expected and actual experience	(29,801)
Assumption changes	(35,142)
Benefit payments and refunds	(2,052)
Net change in Total OPEB Liability	(56,309)
Total OPEB Liability - Beginning of Year	96,568
Total OPEB Liability - End of Year	<u>\$ 40,259</u>

Total OPEB Liability	
Fiduciary net position as a % of Total OPEB Liability	0.00%
Covered payroll	\$ 1,864,504
Total OPEB liability as a percentage of covered payroll	2.16%

*(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%
9/30/2020	3.58%

COMPLIANCE SECTION



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**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

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, the aggregate remaining fund information, and the fiduciary funds information of Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated May 12, 2021.

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.

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. 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.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section 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. Given these limitations, during our audit we did not identify deficiencies in internal control that we consider to be material weaknesses. We did

identify certain deficiencies in internal control described in the accompanying schedule of findings and responses as item 2020-01 that we consider 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 financial statements. 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 schedule of findings and responses as items 2020-01 and 2020-02.

Town's Response to Findings

The Town's responses to the findings identified in our audit are described in the accompanying schedule of findings and responses. The Town's responses were not subjected to the auditing procedures applied in the audit of the financial statements 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." is displayed on a light blue rectangular background.

Hollywood, Florida
May 12, 2021



S. Davis & Associates, P.A.
Certified Public Accountants & Consultants

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**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

We have examined Town of Pembroke Park, Florida's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2020. Management of the Town is responsible for the Town's compliance with those specified requirements. Our responsibility is to express an opinion on the Town's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specific requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide 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, 2020.

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.

S. Davis & Associates, P.A.

Hollywood, Florida
May 12, 2021



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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

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, 2020, and have issued our report thereon dated May 12, 2021.

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, which are dated May 12, 2021, 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. Prior year items 2019-01 and 2019-02 are partially resolved and are included as current year items 2020-02 and 2020-01, respectively.

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.

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 as items 2020-01 and 2020-02.

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 units associated with the Town of Pembroke Park that were required to provide information for reporting in accordance with Section 218.39(3)(b), Florida Statutes. There are no component units.

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 noted any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Mayor, Town Commission, the Legislative Auditing Committee, members of the Florida Senate and the Florida

House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

S. Davis & Associates, P.A.

Hollywood, Florida
May 12, 2021

**REPORT TO MANAGEMENT
SCHEDULE OF FINDINGS AND RESPONSES**

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

Significant Deficiencies

2020-01 Accounts 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.

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 or write-offs, as appropriate, when the accounts are closed.

Management's response: The Town has approved a policy for credit balance accounts and has written off the inactive balances. Implementation of the policy began in the first quarter of Fiscal Year 2021 and we anticipate completing the process prior to the close of Fiscal Year 2021.

Other Findings

2020-02 Internal Controls over Payroll and Payroll Documentation

Observation: During our procedures, discrepancies in payroll policies and documentation have been noted.

- 36% of the selected employees did not sign the employee's Handbook.
- Job descriptions for certain employees have not been signed by the employee and department head.
- 8% of the Personal Action forms were not signed by the employee and department head.

We were unable to verify that all employee understand their job description and that the control process at hiring was implemented and respected.

Recommendation: The Town should ensure that all active employees' files are in order, whether they are hard copy files or soft/electronic copy files, and maintained with all required and necessary forms signed, at a minimum, by the hired employee and the department head.

Management's response: The Town will be implementing new policies and procedures to resolve the listed issues by the end of the Fiscal Year.

II. PRIOR YEAR FINDINGS

2019-01 Internal Controls over Payroll and Payroll Documentation

Current Status: Partially resolved. See finding no. 2020-02.

2019-02 Account receivable aging

Current Status: Partially resolved. See finding no. 2020-01.

2019-03 Minutes

Current Status: Finding has been resolved.

2019-04 Outstanding Checks

Current Status: Finding has been resolved.

2019-05 Budget

Current Status: Finding has been resolved.

2019-06 Reconciliation of separate accounting systems

Current Status: Finding has been resolved.

AGENDA ITEM REPORT



To: Town Commission
Subject: Resolution 2021-034 FDEP Water Protection Grants Program
Meeting: 06 09 2021 DRAFT REGULAR COMMISSION MEETING - Jun 09 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

The Town wishes to apply to the Florida Department of Environmental Protection (FDEP) Water Protection Grant program for funding for a septic to sewer conversion project along SW 30th Avenue.

Currently, the Town is conducting a preliminary route study to determine the best solutions for the project and to create a preliminary design and construction budget.

The attached resolution will be a part of the Town's submittal package.

FINANCIAL IMPACT:

A grant will offset costs associated with the conversion of septic to sewer along SW 30th Avenue.

POLICY IMPLICATIONS:

The conversion from septic to sanitary sewer is further supported by the Town's Comprehensive Plan:

POLICY #1.5.17: The Town will continue to eliminate all existing septic tanks systems in the Town and extending municipal sewage treatment facilities to each site where economically feasible.

OBJECTIVE 4-A.2: Complete the process begun in 1995 to phase out all septic tanks in the Town. Maintain and improve the Town's sewage collection system in order to maximize the use of the Town's existing infrastructure.

POLICY 4-A.2.3: Continue to extend sanitary sewer service to all areas of the Town where septic tanks are in use.

RECOMMENDATION:

Approval of Resolution 2021-034

ATTACHMENTS:

[2021-034 Water Grant](#)

RESOLUTION NO. 2021-034

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO APPLY FOR THE FLORIDA WATER PROTECTION GRANT PROGRAM; AUTHORIZING THE TOWN PLANNER TO EXECUTE THE GRANT APPLICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection's Water Protection Grant program (the "Grant") provides eligible entities the opportunity to submit proposals for each fiscal year's water-related grant programs; and

WHEREAS, the Town desires to use the Grant funding for wastewater infrastructure and drainage reconfiguration, including the removal of 18 failing septic tanks and systems along SW 30th Avenue from Hallandale Beach Blvd. to Pembroke Road.

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

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

SECTION 2. The Town Commission authorizes the Town to apply for the Grant.

SECTION 3. The Town Commission authorizes the Town Planner to execute the Grant application.

SECTION 4. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed.

SECTION 5. If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no

way affect the validity of the remaining portions of this resolution.

SECTION 6. This resolution shall become effective upon its passage and adoption by the
Town Commission.

PASSED AND ADOPTED, this 9th day of June, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Purchase of Software Firewall for Police Department

Meeting: AGENDA REGULAR COMMISSION MEETING - June 9, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This purchase is in compliance with the procurement code because it is a piggyback on the federal GSA Contract #GS-35F-0511T.

FINANCIAL IMPACT:

\$ 29,490.00 for five years for all license and support.

POLICY IMPLICATIONS:

These new software firewalls are for the security and protection of the new police network.

RECOMMENDATION:

Approve the purchase of the Software Firewall from SBF Solutions.

ATTACHMENTS:

[Powernet.000898.v3.7](#)

[SOW-town_of_pembroke_park-Fortinet_configuration](#)

[FIREWALL CONTRACT 2021](#)

Harry Taubenfeld, Finance &
Budget Director

Melissa Anderson, Town Attorney

JC Jimenez, Town Manager

Marlen Martell, Town Clerk

Status:

Approved - Jun 02 2021

Approved - Jun 03 2021

Approved - Jun 07 2021

Pending



200F Firewall w/5 Yrs Support

Prepared by:

Powernet

Tony Wells
954.757.1448
twells@powernetco.com
Quote Number:000898 v 3
Delivery Date: 06/01/2021
Expiration Date: 06/19/2021

Prepared for:

Town of Pembroke Park

Mark Pakula
(954) 966-4600
mpakula@tpfpl.gov
3150 SW 52nd Ave
Pembroke Park , FL 33023

Billing Information

Mark Pakula
(954) 966-4600
mpakula@tpfpl.gov
3150 SW 52nd Ave
Pembroke Park , FL 33023

Shipping Information

Mark Pakula
(954) 966-4600
mpakula@tpfpl.gov
3150 SW 52nd Ave
Pembroke Park , FL 33023

Technical Contact

Order Information

Customer Type: New
Account Number:
Requested Due Date:
Order Type: New
Contract Term:

COMMENTS

FG200F with 5 Yrs Support Pricing

DESCRIPTION		PRICE	QTY	EXT. PRICE
FortiGate 200F - 3.5Gig Next Gen Firewall Appliance & the UTM Security Bundle for 5 Years		\$13,260.00	1	\$13,260.00
FortiGate 200F - 3.5Gig Next Gen Firewall Appliance & the UTM Security Bundle for 5 Years		\$11,250.00	1	\$11,250.00

GSA Contract #GS-35F-0511T

Installation or 7x24 Managed Services Pricing is Available Upon Request!

Subtotal: **\$24,510.00**

TERMS & CONDITIONS

This Service order via Order Porter, is subject to and made a part of the following agreement(s) listed below between Powernet and customer. By executing and submitting this Service Order via Order Porter, the customer confirms that he/she has read the following agreement(s), found at the following link: <https://www.powernetco.com/legal>, associated to the appropriate service being ordered and agrees to be bound thereby and by the terms and conditions contained in this service order via Order Porter.

Powernet's acceptance of this Service Order via Order Porter is subject to a technical review. Taxes, shipping, handling and other fees may apply. We reserve the



right to cancel orders arising from pricing or other errors. Customer also authorizes Powernet to conduct all credit investigations and verify any credit information from whatever source Powernet deems necessary, and further authorizes Powernet to investigate the references, statements, or other data listed or accompanying this application. Customer certifies that the information contained in this form is true, accurate, and complete to the best of customer's knowledge and that he/she has been duly authorized to execute this Service Order on Customer's behalf.

Powernet

Signature: _____

Name: _____

Title: _____

Date: _____

Town of Pembroke Park

Signature: _____

Name: Mark Pakula

Date: _____

SBF SOLUTIONS LLC

320 SOUTH FLAMINGO RD #182
PEMBROKE PINES, FLORIDA 33027



SOW 100 for Agreement to Perform Consulting Services to Town of Pembroke Park

Date

05/27/2021

Services Performed By:

SBF SOLUTIONS LLC
320 SOUTH FLAMINGO RD #182
PEMBROKE PINES, FLORIDA
33027

Services Performed For:

Town of Pembroke Park

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Town of Pembroke Park ("Client") and SBF SOLUTIONS LLC ("Contractor"), effective a date TBD (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 100 (hereinafter called the "SOW"), effective as of TBD, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Town of Pembroke Park would like to have a pair of 200F Fortinet firewalls configured using high availability (HA) in an Active-Passive configuration remotely using the criteria's listed in the below and attached document.

Contractor Responsibilities

- Configuration of a pair of Fortinet 200F firewalls in high availability (HA) for site in Active-Passive mode outlined in Project #P-21-1815

Client Responsibilities

- Providing an onsite technical resource to provide systems access and remote hands as needed.
- Existing network diagram containing network/devices in scope with IP addresses and interfaces defined and labeled
- Providing current firewall configuration
- Providing acceptance test plan
- Performing testing pre and post engagement
- Racking, powering and cabling all devices within scope to be completed prior to start of this project
- Photographs of how equipment is racked and the cabling to devices for reference and quicker troubleshooting

Quote

Item Description	Number of Resources	Hourly Rate	Number of Hours
Firewall Configuration – initial standup of firewall.	1	\$249.00	10
System Engineer Support – ongoing support of firewall infrastructure.	1	\$249.00	10
Government Pricing Rate			

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled “Deliverable Materials,” and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 20 business days advance written notice to the other party.

CONSULTING AGREEMENT

This Consulting Agreement is made on 05/27/2021 (the "Effective Date"), by and between Town of Pembroke Park, of , PEMBROKE PARK, Florida 33023 (the "Client") and SBF SOLUTIONS LLC, of 320 SOUTH FLAMINGO ROAD #182, PEMBROKE PINES, Florida 33027 (the "Consultant"). Client and Consultant may be referred to individually as the "Party", or collectively, the "Parties".

RECITALS

WHEREAS, Consultant has a background of information technology consulting.

WHEREAS, Consultant desires to provide consulting services to Client.

WHEREAS, Client desires for Consultant to provide consulting services to Client.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I **TERMS OF SERVICE**

1.1 DESCRIPTION OF SERVICES

Beginning on 05/27/2021, SBF SOLUTIONS LLC shall provide to Town of Pembroke Park the following services (the "Services"):

IT Consultation And Professional Services For Configuration And Support Of IT Solutions As Needed By Client.

1.2 RELATIONSHIP OF PARTIES

The relationship of the Parties is determined solely by the provisions of this Agreement. The Parties do not intend to create any partnership, joint venture, trust, fiduciary or employment relationship. Consultant is an independent contractor and not an employee of the Client. As an independent contractor, the exact number of hours and the manner in which the Consultant shall provide the Services shall be determined and set by the Consultant.

1.3 HIGHEST INDUSTRY STANDARDS

Consultant covenants that it shall follow the highest professional standards in performing the services provided by Consultant under this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. The Consultant agrees that if the services are not satisfactorily performed, in addition to all of its obligations contained under this Agreement and at law, the Consultant shall re-perform or replace unsatisfactory services at no additional expense to the Client.

1.4 QUALIFIED

The Consultant represents that Consultant, its officers, directors, employees, agents, representatives, and subcontractors are qualified to perform the services and that they possess the necessary licenses and/or permits as may be required.

1.5 WRITTEN ASSURANCES

If at any time the Client believes that the Consultant may not be adequately performing their obligations under this Agreement or may be likely to fail to complete their work/services on time as required by this Agreement, then the Client may request from the Consultant written assurances of performance and a written plan to correct observed deficiencies in the Consultant's performance. Any failure to provide such written assurances constitutes grounds to declare a default under this Agreement.

ARTICLE II **PAYMENT TERMS**

2.1 PAYMENT OF INVOICES

The Client, upon receipt of the Consultant's invoice, shall make prompt and immediate payment by way of Company Check within 30 days after receipt of invoice.

2.2 PAYMENT OF TAXES

The Consultant, at all times, shall be deemed and considered to be an independent contractor and shall be solely responsible for all taxes associated with revenue earned by Consultant. Consultant is responsible for collecting, withholding, reporting, and remitting any taxes to the appropriate tax authority, and Client will pay Consultant the amounts earned under this Agreement without any reduction for taxes. Client is not obligated to, nor will it determine, whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transaction.

2.3 PAYMENT OF EXPENSES

(a) Generally

Except as expressly provided in this Agreement, or otherwise agreed to in writing, Consultant is solely responsible for all expenses Consultant incurs in fulfilling Consultant's duties under this Agreement.

ARTICLE III **TERM AND TERMINATION**

3.1 TERM

The term of this Agreement (the "Term") shall commence upon the Effective Date and remain in effect until terminated pursuant to the conditions set forth this Article.

(a) Renewal

The Parties may, by mutual written consent, renew or extend this Agreement days prior to the expiration of the then current term.

(b) Extension

This Agreement may be extended for the purpose of additional projects. Prior to starting any new

project, the Consultant shall first obtain written authorization and consent from the Client.

3.2 TERMINATION OF AGREEMENT.

(a) Generally

This Agreement shall immediately terminate upon completion of services provided by the Consultant and as required by this Agreement.

(b) For Cause

This Agreement may be terminated for cause. For the purposes of this Agreement, "For Cause" is defined as (i) fraud, misappropriation or embezzlement, (ii) breach of the provisions of this Agreement, (iii) repeated failure to perform services hereunder, or (iv) Consultant's incapacity.

(c) For Convenience

The Client may terminate performance of the Consultant's work and/or services under the Agreement, in whole or in part, whenever the Client shall determine that termination is in its best interest. Termination shall be effected by delivery of notice to the Consultant of termination specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date upon which termination becomes effective, which shall be no less than twenty-one (21) calendar days from the date the notice of termination is delivered. The Consultant shall then be entitled to recover any costs expended up to that point plus a reasonable profit, but not other loss, damage, expense, or liability may be claimed, requested or recovered. Except as provided in this Agreement, in no event shall the Client be liable for any costs incurred by or on behalf of the Consultant after the effective date of a notice of termination.

(d) Right to Cure

In the event that Consultant commits a breach of this Agreement, Consultant will be provided with the right to cure the breach prior to Client exercising Client's right to terminate this Agreement. Consultant shall cure such breach within ten (10) calendar days of the date of notice from the Client demanding such cure; or if such failure is curable but not within the ten (10) day period required, within such period of time as is reasonably necessary to accomplish such cure. In addition, in order for the Consultant to avail itself of a time period in excess of ten (10) calendar days from the date of the notice, the Consultant must provide the Client a written plan acceptable to the Client to cure said breach, and then diligently commence and continue such cure in accordance with the written plan provided.

(e) Wrongful Termination

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered.

3.4 EFFECT OF TERMINATION

(a) Termination of Rights

Upon termination of this Agreement, the rights granted by each Party to the other will cease immediately.

(b) Compensation

Upon termination of this Agreement, Consultant shall be entitled to receive any compensation which is accrued and payable under the terms of this Agreement, but unpaid as of the date of said termination.

(c) Survival

Upon termination of this Agreement, the obligations intended to survive the termination of this Agreement shall survive.

(d) Return of Materials

Upon termination, Consultant agrees to return to the Client all documents, drawings, photographs, and any other written or graphic material, however produced, that it may have received through the course of its work and/or services provided, from the Client, its employees, contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

ARTICLE IV
WORK PRODUCT AND OTHER IP RIGHTS

4.1 OWNERSHIP OF WORK PRODUCT

Any interest of the Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, in studies, reports, memoranda, computational sheets, or other documents prepared by the Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents in connection with the work and/or services to be performed under this Agreement, shall become the sole property of the Client.

Any and all work, artwork, copies, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, or any original works of authorship created by Consultant or its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents in connection with services performed under this Agreement shall be works for hire pursuant to Title 17 Chapter 3 §302 of the United States Code, and all copyrights of such work or services shall remain the property of the Client. However, in the event that it should be determined that any such works or services created by the Consultant or its directors, officers, partners, representatives, employees, consultants, Subconsultants, and agents under this Agreement are not deemed as works for hire in accordance with U.S. law, the Consultant hereby assigns all copyrights to such works to the Client. The Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities only with prior written approval from the Client.

4.2 OWNERSHIP OF SOCIAL MEDIA

The Client has sole ownership over any social medial contacts acquired before and/or throughout the Consultant's term of service, including, but not limited to, "followers" or "friends" which may be or have been acquired through such accounts as email addresses, blogs, Twitter, Facebook, YouTube or any other social media network, that has been used or created on behalf of the Company.

ARTICLE V

CONFIDENTIALITY, NON-DISCLOSURE

5.1 CONFIDENTIAL INFORMATION DEFINED

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. Confidential Information includes, but is not limited to all non-public information regarding both Parties products or services, the terms of this Agreement, confidential and proprietary data, whether or not designated or marked "confidential," materials, products, technology, manuals, business and marketing plans, financial information, patient health information and any other information disclosed or submitted, orally, in writing, or by any other media.

5.2 EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

- (a) The recipient of the Confidential Information already knew, but only if tangibly documented;
- (b) Becomes public through no fault of the recipient;
- (c) Was independently developed by the recipient with no reference to the documented formulations of the disclosing Party, including, without limitation, designs, processes, formulas, statistics provided by third parties as compiled by the disclosing Party, products, algorithms, source code, firmware, and middleware;
- (d) Was rightfully given to the recipient by another party.

5.3 OBLIGATIONS OF RECEIVING PARTY

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing party. Receiving party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving party shall not, without prior written approval of disclosing party, use for receiving party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing party, any Confidential Information. Receiving party shall return to disclosing party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if disclosing party makes a written request for such.

5.4 TIME PERIOD

The nondisclosure provisions of this Article shall survive the expiration or termination of this Agreement and receiving Party's duty to hold Confidential Information in confidence shall remain in effect for five (5) years following the expiration or termination of this Agreement.

5.5 OTHER

ARTICLE VI **MISCELLANEOUS**

-

6.1 AUDIT AND INSPECTION OF RECORDS

The Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity, takeoffs, cost statements with complete dates, schedules, correspondence, memoranda, papers, writings, as well as any and all documents of any nature prepared by or furnished to the Consultant during the course of performing the work and/or services with respect to the provisions of this Agreement, for a period of at least three (3) years following the completion or termination of this Agreement, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. All such records shall be available to the Client upon request at reasonable times and places. Monthly records of Consultant's personnel costs, consultant costs, and reimbursable expenses shall be kept on a generally recognizable accounting basis, and shall be available to the Client upon request at any reasonable time or place. The Consultant shall not destroy any work records until after advising the Client and thus allowing the Client the opportunity to accept and store the records themselves.

The Consultant agrees to maintain and make available to the Client, during business hours, accurate books and accounting records relative to their activities under this Agreement. The Consultant shall permit the Client to audit, examine, and make any copies, excerpts, and transcripts for such books and records as deemed necessary, and to make audits of all invoices, materials, payrolls, records, or personnel and other data related to all other matters covered by and under this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and conditions for a period of not less than five (5) years after final payment under this Agreement or until after the final audit has been resolved, whichever is later. The State of Florida or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon the Client by this paragraph.

All rights and obligations established and executed pursuant to the paragraph shall be specifically enforceable and survive termination of this Agreement.

6.2 DISPUTES

In the event that any question should arise with regards to the meaning and intent of this Agreement, the question shall, prior to any other action or legal remedy being taken, be referred to the Client and a principal of the Consultant who shall decide the true meaning and intent of this Agreement. Such referral may be initiated through a written request from either party, and then a meeting between the Client and principal of the Consultant shall take place within five (5) days of the written request.

The Consultant shall continue its work and/or services performed throughout the course of any and all disputes, and the Consultant's failure to continue said work and/or services during any and all disputes shall be considered a material breach of this Agreement, provided the Client continues to make payments to the Consultant for undisputed work completed by the Consultant. The Consultant further agrees that should they stop work due to a dispute or disputes, any and all claims, whether in law or in equity that the Consultant may have against the Client, their officers, agents, Representatives, and employees, whether such claims are pending, anticipated or otherwise, shall be deemed to have been waived and forever barred.

6.3 CONFORMITY WITH LAW AND SAFETY REQUIREMENTS

The Consultant shall observe and comply with all applicable laws, ordinances, codes and

regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all state Occupational Health and Safety Regulations, the American Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations. Any and all services performed by the Consultant must be in accordance with these laws, ordinances, codes, and regulations. The Consultant's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the work hereunder shall constitute a breach of Agreement.

Should a death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, the Consultant shall immediately notify the Client by telephone. If any accident should occur in connection with this Agreement, the Consultant shall promptly submit a written report to the Client, in such form as the Client may require. This report shall include, but is not limited to, the following information:

- (a) Name and address of the injured or deceased individual(s);
- (b) Name and address of the Consultant's Subconsultant or Subcontractor, if any;
- (c) Name and address of the Consultant's liability insurance carrier; and
- (d) A detailed description of the accident, including whether any of the Client's equipment, tools, or materials were involved.

6.4 HAZARDOUS MATERIALS

(a) Notice

If a release of hazardous material or hazardous waste that cannot be controlled occurs in connection with the performance of this Agreement, the Consultant shall immediately notify the Client.

(b) Storing of Hazardous Materials

The Consultant shall not store hazardous materials or hazardous waste without a proper permit from the City or Municipality.

6.5 BUSINESS LICENSE AND OTHER REQUIREMENTS

The Consultant represents that they have complied with all Federal, State, and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the scope of work which is to be performed as a Consultant pursuant to this Agreement.

6.6 TAX ID NUMBER

Consultant's Tax ID Number is 47-2610285 . The Consultant certifies that the taxpayer identification number written above is correct.

6.7 LIMITATION OF LIABILITY

In no event will either Party or any of its officers, directors, employees, stockholders, agents, or representatives be liable for any special, indirect, incidental, exemplary, or consequential

damages or loss of goodwill in any way relating to or arising from this Agreement, or from the performance or non-performance of any services, even if the Party has been notified of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability, or otherwise. The limitations of this Section will apply notwithstanding any failure of essential purpose of any limited remedy.

6.8 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the Client, its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents (herein referred to collectively as "Indemnatee") from and against any and all claims, loss, cost, damage, injury, including, without limitation, injury to or death of an employee, partner, representative, consultant, subconsultant, or agent of the Consultant, expense and liability of every kind, nature, and description that arise out of, may pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, or anyone directly or indirectly employed by the Consultant, or anyone under the control of the Consultant (collectively known as "Liabilities"). Such obligations to defend, hold harmless, and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee, but shall apply to all other Liabilities. With respect to third party claims against the Consultant, the Consultant shall waive any and all rights of any type of express or implied indemnity against the Indemnatee other than for Liabilities that are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnatee.

6.9 NOTICES

Any and all notices that may be deemed necessary, permitted, and/or required under this Agreement shall be made in writing and shall be deemed delivered when said notice is delivered in person or deposited in the United States mail, postage prepaid and addressed to either party at the address provided herein. Said address may be changed from time to time by either Party by written notice to the other Party in the manner set for above. Initial notification addresses shall be:

Client Name & Address:

Town Of Pembroke Park
PEMBROKE PARK, Florida 33023

Consultant Name & Address:

SBF SOLUTIONS LLC
320 SOUTH FLAMINGO ROAD #182
PEMBROKE PINES, Florida 33027

6.10 ENTIRE AGREEMENT

This Consulting Agreement contains the entire agreement of all Parties, and there shall be no other promises or conditions contained within any other agreement, whether oral or written. This Agreement shall supersede any other prior oral or written agreement between the parties.

6.11 AMENDMENT

This Agreement may be altered or modified only if said amendment is done so in writing, mutually agreed upon and signed by both Parties.

6.12 SEVERABILITY

Client and Consultant acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

6.13 WAIVER

The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

6.14 GOVERNING LAW

(a) To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Florida, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary.

(b) The parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of Florida, and in the County of Broward.

6.15 COUNTERPARTS

This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

6.16 EFFECT OF TITLE AND HEADINGS

The title of this Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

6.17 LEFT BLANK INTENTIONALLY

6.18 SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, this Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

6.19 INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language

used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.20 INSURANCE

Prior to the execution of this Agreement, the Consultant, upon the request of the Client, shall furnish satisfactory proof of insurance that it has purchased for the entire period covered by this Agreement, as further defined below, and in such form and issued by an insurance carrier that shall be deemed satisfactory by the Client and authorized to do business in the County and State where the Client is located.

Insurance Terms, Conditions, and Provisions

- a) The Client and its directors, officers, partners, representatives, employees, consultants, subconsultants, and agents, shall be named as additional insured's, but only with respect to any liability arising out of such activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- b) Any and all policies shall apply separately to each insured against the person said claim is made except with respect to the limits of the Client's liability.
- c) Any written notice of cancellation, non-renewal, or for any material change in the policy itself shall be mailed to the Client within thirty (30) days advance of the effective date of change, non-renewal, or cancellation.
- d) The Certificate of Insurance and Endorsements shall have clearly typed thereon the title of the Agreement, shall clearly describe the coverage, and shall contain a provision requiring the giving of written notice as described in the above paragraph.
- e) Should an application for extension of time be made, the Consultant shall submit proof that said insurance policies shall be in effect throughout the additional requested period of time.
- f) There shall be nothing contained herein that shall be construed or interpreted as a limitation in any way to the extent to which the Consultant or any of their acceptable Subconsultants may be held responsible for payment of damages resulting from their work/services.
- g) Should the Consultant fail to maintain the required insurance, the Client reserves the right to take out such insurance, and deduct said amount of the premium from any such sum that may be due and payable to the Consultant under this Agreement.

IN WITNESS WHEREOF, the undersigned have read, understand and accept this agreement, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions, and provisions contained within this Agreement.

(TOWN OF PEMBROKE PARK)

05/27/2021



(SEYMOUR FERGUSON)

05/27/2021

OWNER

AGENDA ITEM REPORT



To:

Subject: Anti Virus For Police Department

Meeting: 06 09 2021 DRAFT REGULAR COMMISSION MEETING - Jun 09 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for our new police department Anti Virus protection for all computers.

FINANCIAL IMPACT:

\$ 4710.00 for a three year license.

POLICY IMPLICATIONS:

The software will ensure the security of our police department software.

RECOMMENDATION:

Approve the purchase of the Anti-Virus software.

ATTACHMENTS:

[AntiVirus](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 01 2021
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



CyberTech Analytics

INVOICE

CyberTech Analytics
3251 Riverland Rd
Fort Lauderdale, FL, Florida 33312
United States

954-361-3232
www.CyberTechAnalytics.com

BILL TO

Town of Pembroke Park, FL
Mark Pakula
3150 SW 52nd Ave
Pembroke Park, Florida 33023
United States

954-966-4600 x500
mpakula@tppfl.gov

Invoice Number: 210511004

Invoice Date: May 26, 2021

Payment Due: June 14, 2021

Amount Due (USD): \$4,710.00

[Pay Securely Online](#)

Services	Quantity	Price	Amount
Bitdefender GravityZone (36 Month) ULTRA Cloud Antivirus Software, Full disk encryption, and Patch Management licenses. This covers 30 endpoints.	30	\$157.00	\$4,710.00

Total: \$4,710.00

Amount Due (USD): \$4,710.00

[Pay Securely Online](#)



link.waveapps.com/7g2zfv-jegmnf

Notes / Terms

The above pricing is based off Bitdefender Government pricing through Bitdefender deal registration. If any further information or confirmation is needed please contact Lourdes Gimenez (Inside Channel Manager) at 954-406-9924 or lgimenez@bitdefender.com. The full disk encryption and patch management are additional add on services/licenses and are included in the per quantity cost. The total cost of \$4,710.00 is for the total cost of a three year license for all three services. This price only includes the software portion and basic product support through Bitdefender. If installation is required, those services will be invoiced/billed separately. The invoice must be paid in full up front. The software cost is non-refundable. Within 90 days before the services expire, the client has the right to renew or cancel. If renewal is chosen, a new invoice will be generated with current pricing at the time.

Thank you for your business and partnership!

AGENDA ITEM REPORT



To:

Subject: Easement Agreement - School Board of Broward County

Meeting: 05 26 2021 DRAFT WORKSHOP COMMISSION MEETING - May 26 2021

Department: Public Works

Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The Town is requesting an utility easement to connect to the sewer at Lake Forest Elementary for the installation of the ADA restrooms (CDBG 45th Year)

RECOMMENDATION:

We recommend approval of said agreement.

ATTACHMENTS:

[Lake Forest Easement Agreement with tcc mods to Lake Forest Easement Agreement- and RM Mark Ups 5.17.21 REVISED](#)

[Exhibit A](#)

[Exhibit C](#)

[Exhibit D Lake Forest Aerial](#)

Myriam Jacques, Interim Public Services Director	Status: Pending
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

Town of Pembroke Park ("GRANTEE"),
whose principal place of business is
3150 SW 52nd Avenue, Pembroke Park, FL 33023

WHEREAS, SBBC is the owner of certain real property located at 3550 SW 48th Avenue, Pembroke Park, Florida 33023 (the "Property"); and

WHEREAS, the GRANTEE is requesting to install a prefabricated 2-cabin unisex restroom building inside the Raymond P. Oglesby Preserve Park ("Park"), located at 3115 SW 52nd Avenue, Pembroke Park, Florida 33023, which is located adjacent to the Property; and

WHEREAS, the GRANTEE is planning to use Community Development Block Grant Funds for the project, and which the installed prefabricated 2-cabin unisex restroom building is to benefit the community; and

WHEREAS, the GRANTEE is requesting an easement from SBBC to enable construction and installation of a 4-inch sewer pipeline connection from the proposed restroom building to the existing wet well lift station located on the Property at no expense to the SBBC; and

WHEREAS, SBBC is willing to grant the easement to GRANTEE upon the terms herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Ownership.** GRANTEE acknowledges that SBBC is the owner of the Property, as more particularly depicted in **Exhibit A**.

2.02 **Grant of Easement.** SBBC hereby grants unto GRANTEE an easement on a portion of the Property, as more particularly described in **Exhibit B**, which is attached and incorporated hereto (“Easement Area”), in accordance with the terms of this Easement Agreement (Agreement). The easement allows GRANTEE to install, access, and maintain approximately 40 linear feet of 4-inch PVC sanitary sewer pipeline (“Improvements”) of which, 23.10 linear feet are located within the Easement Area of the Property, to enable discharge for the proposed 2-cabin unisex concrete restrooms to be located at the Park.

2.03 **Ingress and Egress.** This Agreement includes the right of ingress and egress over the Property and Easement Area for the purposes outlined herein for the construction of the Improvements.

2.04 **Right of Entry and Construction.** Prior to the commencement of the Improvements, the GRANTEE will provide the project’s construction schedule to the SBBC Executive Director or designee, Office of Capital Programs, with a copy to the School Principal or designee, of Lake Forest Elementary School (“School”). Thereafter, the Executive Director or designee, Office of Capital Programs, shall work with the GRANTEE, take the lead, and coordinate with the School Principal or designee regarding granting the GRANTEE access to the Property to install the Improvements. This requirement is to prevent and mitigate any potential conflict and interference with the operations of the School.

2.05 **Access For Construction.**

- (a) **Connection to Lift Station** - GRANTEE, its authorized agents, representatives, or employees shall be permitted to access the Easement Area from the North side of the existing chain link fence between the Parties’ respective properties, by temporarily removing a section of the existing fence line located at SBBC’s lift station, and as specifically identified in **Exhibit C**, to install and connect a 4” PVC sewer line to the SBBC’s lift station. GRANTEE agrees to replace the existing fence after completion of construction.
- (b) **Placement of Precast Restroom** - GRANTEE shall coordinate with the Principal of Lake Forest Elementary School to schedule a date and time when no students are present on the Property to permit heavy equipment access to the Property to deliver and place the prefabricated restroom building onto the Park. SBBC acknowledges and agrees that the use of a crane, excavator, loader, grader, paver machine and other

earth moving and related equipment and/or vehicles (collectively, the “Equipment”) may be necessary to accomplish placement of the prefabricated restroom building in the Park, and SBBC agrees that the right of entry granted herein includes the right of the GRANTEE, its employees, contractors, and assigns to bring the Equipment onto the Property for the purposes described herein. Access shall be granted on the Property for the Equipment only in the area more particularly identified in **Exhibit D**. GRANTEE shall not access the Property for any purposes other than those stated above.

2.06 **SBBC’s Use.** SBBC retains the right to engage in any activities on, over, across or below the Easement Area and shall, for its own purposes, utilize the Property in any manner that does not unreasonably interfere with the Easement Area.

2.07 **GRANTEE’s Use of Easement Area.**

(a) This Agreement allows GRANTEE, its authorized agents, representatives, or employees to install, access, and maintain the Improvements, on, over, across, and through the Easement Area, which includes access to the Easement Area for regular maintenance and repair by GRANTEE.

(b) GRANTEE shall, at its sole expense, properly and appropriately maintain and repair the Improvements within the Easement Area, as necessary. Any and all costs and expenses associated with the construction and operation of this the Easement Area, to include, but not be limited to, liability insurance, maintenance, repair, refurbishment, replacement, and the like, shall be the sole responsibility of GRANTEE.

2.08 **Security:** GRANTEE shall keep and maintain the existing fencing as a secure construction barrier around the Easement Area at all times during construction of the Improvements as shown in **Exhibit C**. Upon conclusion of construction of the Improvements, the GRANTEE shall replace and restore the existing fence to its original condition.

2.09 **No Obstructions of Property.** The Property shall at no time be obstructed by any object that would prohibit access, ingress or egress, or in any manner, interfere with the operations of the School other than for the purpose of this Agreement.

2.10 **Environmentally Hazardous Material.** GRANTEE hereby acknowledges that SBBC prohibits the storage or leakage of Environmentally Hazardous material on SBBC’s property at any and all times. GRANTEE agrees not to store or leak any Environmentally Hazardous materials on SBBC’s property and understands that violation of this stipulation will result in SBBC’s immediate termination of this Agreement and GRANTEE will restore and return the property to the same condition that it was in on the date hereof.

2.11 **Inspection of GRANTEE’s Records by SBBC.** GRANTEE shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of GRANTEE’s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction,

during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to GRANTEE's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to GRANTEE pursuant to this Agreement. SBBC's agent or its authorized representative shall provide GRANTEE with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the GRANTEE's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. GRANTEE shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.12 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Facility Planning & Real Estate
The School Board of Broward County, Florida
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301

To GRANTEE: Public Services Director
The Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

With a Copy to: Project Manager, Public Services Department
The Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

2.13 **Background Screening.** GRANTEE agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the

background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of GRANTEE or its personnel providing any services under the conditions described in the previous sentence. GRANTEE shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to GRANTEE and its personnel. The parties agree that the failure of GRANTEE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, GRANTEE agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from GRANTEE's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or GRANTEE of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.14 Public Records. Both parties are required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Easement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of this Easement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party in a format that is compatible with the other party's information technology systems. Each party shall maintain its own respective records and documents associated with this Easement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Easement and all attachments thereto are public records and do not constitute trade secrets.

2.15 Indemnification. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

2.16 Insurance Requirements.

- (a) Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes that each party is self-insured for general liability under state law with coverage limits of \$200,000 per person and \$300,000

per occurrence, or such monetary waiver limits that may change and be set forth by the Florida Legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28, Florida Statutes.

- (b) At the time of any Work performed on the Easement Area, Grantee shall require any and its authorized agents, representatives, independent contractors, and consultants to maintain insurance. All liability insurance shall be maintained throughout the course of the Work. Claims Made policies, shall be maintained an additional one (1) year thereafter, in order to protect Grantor from any covered liability, claims, damages, losses or expenses arising from or out of or in any way connected with the Work.

2.17 **Restore:** GRANTEE covenants and agrees that if any portion of the Property and Easement Area is disturbed, damaged, or destroyed by GRANTEE, at any time, GRANTEE shall, at its sole expense, promptly restore the disturbed, damaged, or destroyed portion of the Property to its original condition to allow for SBBC's use. The aforementioned damage specifically includes, but is not limited to ground settlement or upheaval, cracking and/or delamination of stucco, cracking and/or upheaval of asphalt and/or concrete paving or sidewalks, damage to curbs, wheel stops, fences, utility lines and sprinklers, etc., which has been caused or worsened by construction or demolition activities of GRANTEE and its contractors. Prior to commencement of GRANTEE's project, SBBC shall inspect and document the existing condition of the Property and provide copies of such documentation to GRANTEE.

2.18 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.19 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.20 **Cost Sharing.**

- (a) GRANTEE shall pay SBBC the yearly amount of Three Hundred Seventy-Five dollars (\$375.00) as reimbursement of SBBC's sewer and operating expenses. Sewer and operating expenses shall be evaluated yearly by SBBC, and if such expenses have increased over the prior year, GRANTEE shall contribute an amount equal to two percent (2%) of any such increase.

- (b) GRANTEE shall also contribute an amount equal to two percent (2%) of any future repair costs to the lift station; however, if it is determined that GRANTEE'S outflow was the cause for the need for such repairs, then GRANTEE shall pay one hundred percent (100%) of the cost of the repairs.
- (c) SBBC shall invoice GRANTEE annually, no later than January 10th of each calendar year, for all expenses. SBBC shall also provide to GRANTEE, supporting documentation to identify the total cost of the prior year's operations and maintenance. GRANTEE, upon receipt of the invoice, shall pay the amount due to SBBC in one lump no than later thirty (30) days of receipt of the invoice. GRANTEE shall ensure to transmit payment of the amount due to the appropriate SBBC department noted in the invoice. In the event the total annual payment for utilities is not received by the due date, SBBC shall be entitled, in addition to any other remedy that may be available, a daily late charge of five percent (5%) of the amount of the total payment due.
- (d) GRANTEE obligations as set forth herein above shall continue for as long as GRANTEE continues use of SBBC's lift station.

2.21 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.22 **Permits.** GRANTEE is responsible to apply for and obtain any and all required permits regarding the Improvements.

2.23 **Incorporation by Reference.** Exhibits "A", "B", "C" and "D" attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or

political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Abandonment.** If GRANTEE abandons (does not otherwise use) the Easement Area or any portion thereof for the purposes outlined herein for one hundred eighty (180) days or this Agreement is terminated, then SBBC shall rescind this Easement Agreement by written instrument, duly executed, acknowledged, and recorded in the public records of Broward County, Florida at the GRANTEE's expense. Thereafter, GRANTEE shall, at its sole expense, remove the Improvements and appurtenances or parts thereof, within one hundred eighty (180) days, from the Easement Area and restore the Easement Area and any affected portion of the Property to its original condition to allow for SBBC's use of the Property.

3.06 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's property pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's Property and Easement Area after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Recording of Easement.** GRANTEE, at its own expense, shall record this fully executed Agreement in its entirety in the public records of Broward County, Florida, within fourteen (14) days after receipt and shall provide to SBBC within ten (10) days following recordation a copy of the recorded Easement in its entirety which contains Official Records Book and Pages at which the Easement is recorded.

3.08 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.09 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.11 **Entirety of Agreement.** This document 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 Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent 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.

3.17 **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 each party hereto.

3.18 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.20 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.21 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.22 **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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

DRAFT

FOR SBBC:

(Corporate Seal)

The School Board of Broward County, Florida

By: _____
Dr. Rosalind Osgood, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR GRANTEE:

FOR THE TOWN OF PEMBROKE PARK:

(Corporate Seal)

ATTEST:

Town of Pembroke Park

By _____

Marlen D. Martel, Town Clerk
-or-

Myriam Jacques, LEED-AP
Interim Public Services Director

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2021 by Myriam Jacques, Interim Public Services Director on behalf
of the Town of Pembroke Park.

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

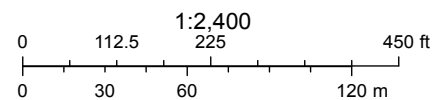
(SEAL)

Printed Name of Notary

Notary's Commission No.



April 22, 2021



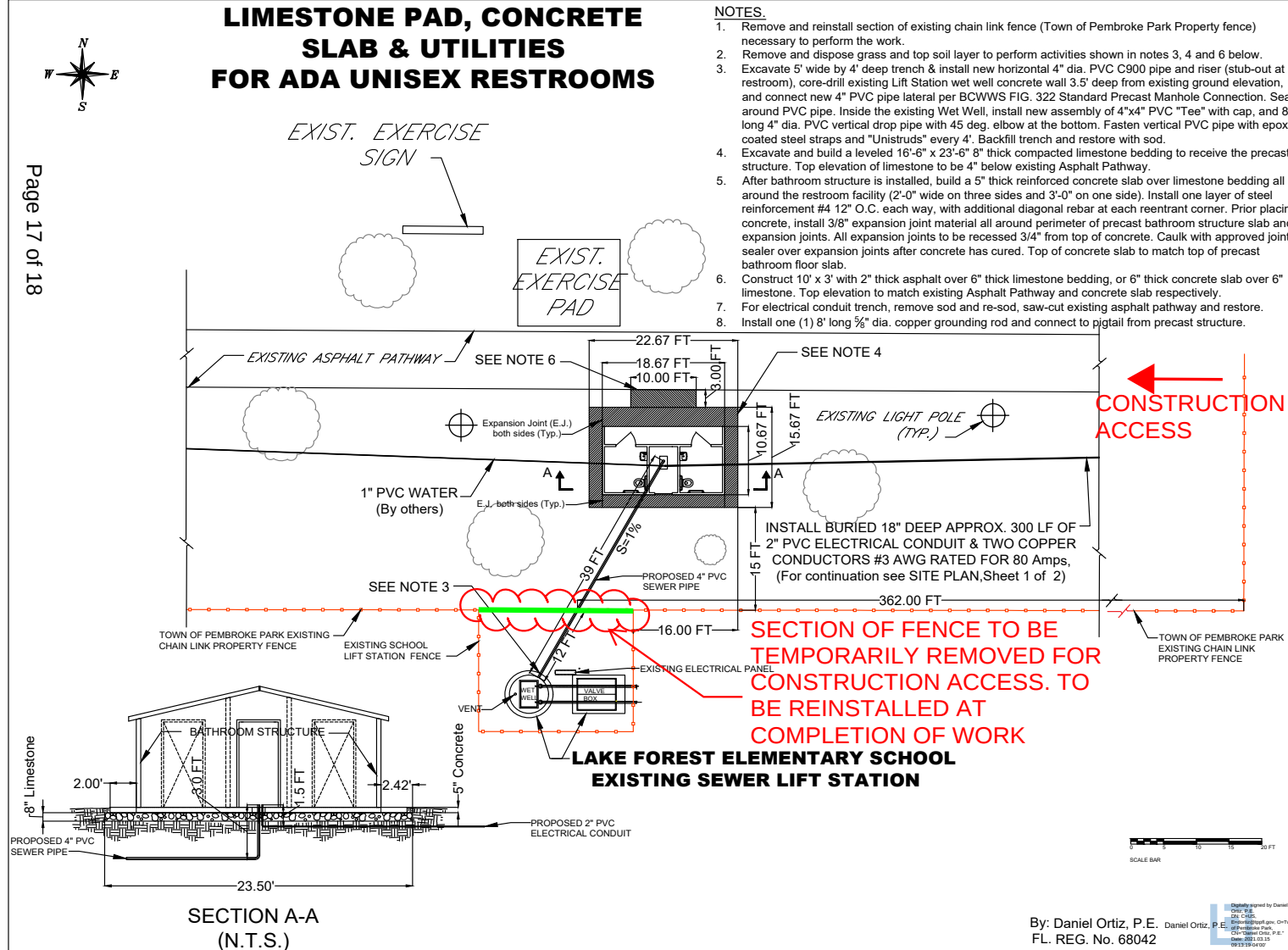
Firm Name and Address

Project Name and Address
ADA UNISEX
RESTROOMS
OGLESBY PARK
PEMBROKE PARK, FL

Project	Sheet
Date 03/15/2021	2 of 2
Scale	

By: Daniel Ortiz, P.E. Daniel Ortiz, P.E.
FL. REG. No. 68042

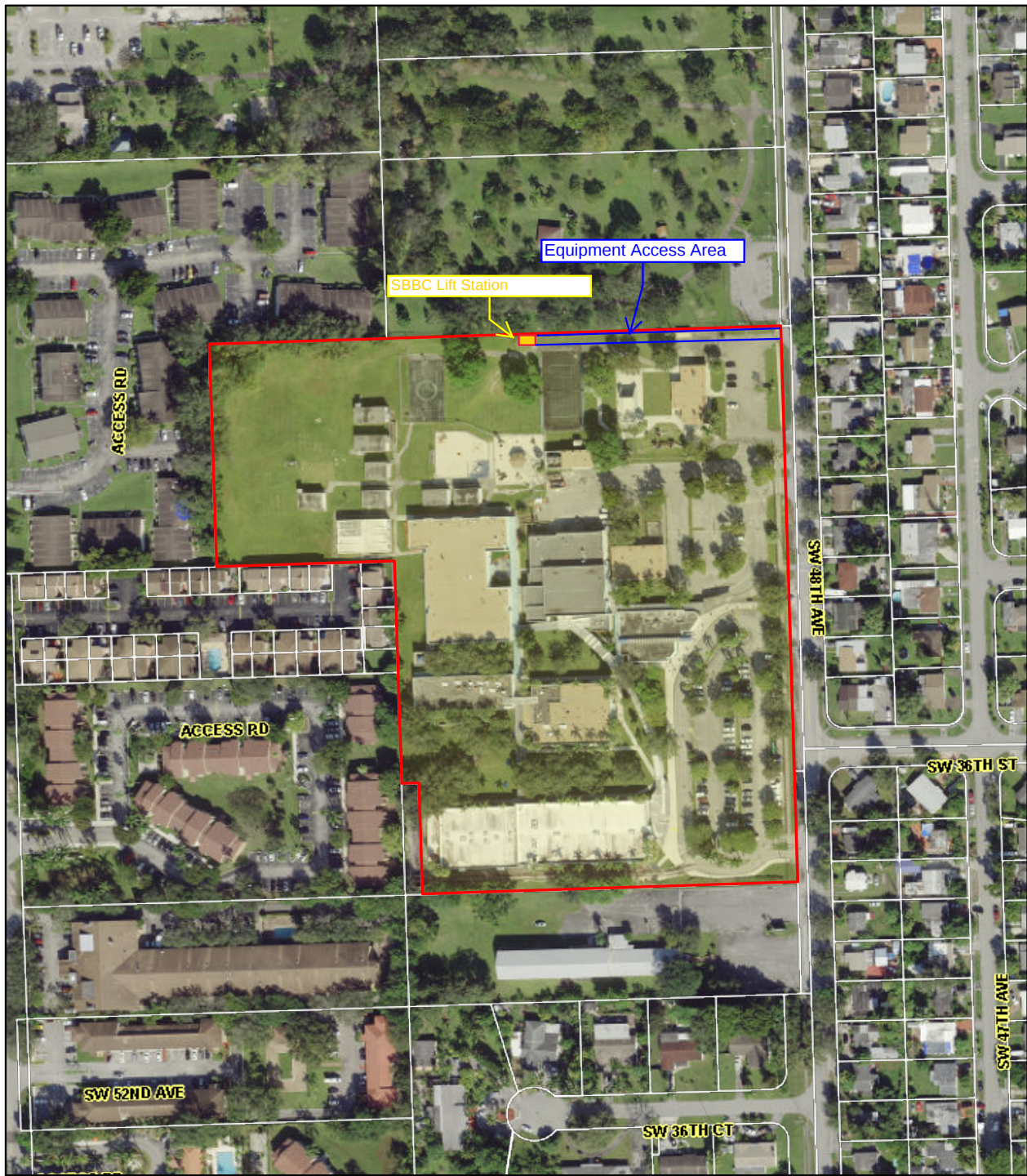
Digitally signed by Daniel Ortiz, P.E.
DN: C=US,
E=dortiz@tpsl.gov, O=Town of Penikese Park,
CN="Daniel Ortiz, P.E."
Date: 2023.03.15
09:13:15 -0400



Page 17 of 18

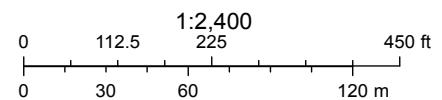
Property Id: 514230130400

Exhibit D



April 22, 2021

Prepared By: Facility Planning and Real Estate Department



AGENDA ITEM REPORT



To:

Subject: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Meeting:

Department: Legal

Staff Contact: Town Attorney, Town Attorney

BACKGROUND INFORMATION:

The Town of Pembroke Park finds it in the best interest of the Town to revise Chapter 11, Article IV, Division 4 "Solid Waste Collection" of the Code of Ordinances in order to streamline and delineate solid waste collection procedures and fees and to ensure compliance with local, state and federal regulations.

FINANCIAL IMPACT:

none

POLICY IMPLICATIONS:

none

RECOMMENDATION:

Approve revisions to Chapter 11, Article IV, Division 4 "Solid Waste Collection"

Harry Taubenfeld, Finance &
Budget Director
JC Jimenez, Town Manager

Status:
Approved - May 06 2021
Approved - May 07 2021

(strikethrough = deletion; underline = addition)

ORDINANCE NO. 2021-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, REVISING CHAPTER 11, ARTICLE IV, DIVISION 4 "SOLID WASTE COLLECTION" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the "Town") finds it in the best interest of the Town to revise Chapter 11, Article IV, Division 4 "Solid Waste Collection" of the Code of Ordinances in order to streamline and delineate solid waste collection procedures and fees and to ensure compliance with local, state and federal regulations.

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

Section 1: Chapter 11, Article IV, Division 4 of the Code of Ordinances shall be revised as follows:

DIVISION 4. - SOLID WASTE COLLECTION

Sec. 11-61. - Permit required.

No person, partnership, association or corporation shall collect, convey, or dispose of any solid waste accumulated in the Town without first having obtained a permit ~~from the Administrative Assistant to the Mayor~~. A permit shall be issued only upon the criteria set forth in this division.

Sec. 11-62. - Application for permit.

(strikethrough = deletion; underline = addition)

~~Any person, partnership, association or corporation who wishes to obtain a~~ A ~~permit must be obtained prior to collecting, conveying or dispose~~ disposing of any solid waste accumulated in the Town ~~must first make application to the Administrative Assistant to the Mayor. The application shall include a cashier's check or certified in the amount of five hundred fifty dollars (\$550.00) or two hundred seventy-five dollars (\$275.00), as applicable under section 11-64 hereof. Each applicant shall submit in writing a list of its qualifications for a solid waste permit. The permit application and the requisite fee, which shall be set by resolution by the Town Commission. Such list shall include the following:~~

- (1) Evidence of adequate number of trucks to provide service and backup level to properly service the number of customers' accounts; including one (1) backup truck for every five (5) trucks in service.
- (2) Certification of proper and adequate insurance coverage of not less than one million three hundred thousand dollars (\$300,000.00~~1,000,000)~~ public liability insurance.
- (3) Demonstration that the permit applicant owns and maintains in good condition the various types of trucks, equipment and compaction units to provide the level of service desired by the Town.
- (4) Evidence of sufficient maintenance ability to meet the service needs of the number of trucks and equipment to be used by permittee.
- (5) Demonstration that a local business office with a local telephone number will be operated to provide adequate response to customer inquiries or complaints. The office must be in Dade or Broward County. ~~The telephone number must be a toll-free call from the Town.~~
- ~~(6) Agreement that hours of service will be limited to the hours of 7:00 a.m. to 9:00 p.m.~~
- ~~(7) Agreement that all pickup of food and other putrescents shall be at least twice a week, regardless of the size of the container.~~
- ~~(8) Agreement that service will not be discontinued unless written notice is delivered to the address receiving the service ten (10) days prior to the discontinuance of service, with a copy of the notice being sent at the same time to the Administrative Assistant to the Mayor.~~
- ~~(96)~~ Name, address and telephone number of the person to be contacted by the Town with reference to the operation of this section.
- ~~(107)~~ Name and addresses of the owners of the company making the application. If the applicant is a corporation, this includes a list of all stockholders who own more than five (5) per cent of the voting shares of the corporation and all officers and directors. If the applicant is a partnership this includes a list of all partners.
- ~~(118)~~ The application shall provide a list of all convictions within the past ten (10) years in federal court, or the court of any state of violation of antitrust, anticompetitive, racketeering or fraudulent practice laws with a brief description of the circumstances. The applicant shall also list any and all indictments, informations, charges or investigations against the company within the past ten (10) years pertaining to the above referenced matters with a brief description of the circumstances. This paragraph also applies to all individuals listed in paragraph (j) above.
- ~~(129)~~ The applicant shall list any and all cities and counties from which the applicant has voluntarily or involuntarily withdrawn service during the five-year period immediately preceding the date of the application. The applicant shall also list any and all franchises issued to the applicant which have been voluntarily or involuntarily withdrawn, suspended, revoked or abandoned by either the issuing governmental entity or the applicant for the five-year period immediately preceding the date of the application with a brief description of the reason for such withdrawal. The applicant may also provide a list of cities and counties where it is currently or has in the past provided service.

Sec. 11-63. - ~~Considerations for issuance of p~~Permit issuance; permit conditions and fees.

(strikethrough = deletion; underline = addition)

- (a) In determining whether to issue a permit, the ~~Administrative Assistant to the Mayor~~ Town shall consider the information provided by the applicant under section 11-62 hereof. The Town ~~Administrative Assistant to the Mayor~~ shall determine, based on these criteria, whether the applicant has sufficient experience, ability and expertise to allow the applicant to successfully operate within the Town in accordance with all applicable laws and regulations.
- (b) In analyzing the information provided pursuant to section 11-62(11) and (12) hereof, the ~~Administrative Assistant to the Mayor~~ Town shall consider the number and seriousness of the specific incidents listed and whether any penalty imposed has been satisfied.
- (c) Standard permit conditions:
- i. hours of service will be limited to the hours of 7:00 a.m. to 9:00 p.m.; and
 - ii. all pickup of food and other putrescents shall be at least twice a week, regardless of the size of the container; and
 - iii. service will not be discontinued unless written notice is delivered to the address receiving the service ten (10) days prior to the discontinuance of service, with a copy of the notice being sent to the Town Manager's Office.

~~Sec. 11-64. - Application and permit fees.~~

(d) The fee for a permit shall be set by resolution by the Town Commission. five hundred fifty dollars (\$550.00) in addition to an application fee of fifty dollars (\$50.00). All permits shall expire each October 1st. However, if a permit is granted for a period of less than six (6) months, the fee shall be two hundred seventy-five dollars (\$275.00) in addition to an application fee of fifty dollars (\$50.00). A new application and fee are required for each permit.

~~Sec. 11-65. - Permit fee an operational expense.~~

~~It is understood and agreed that the license fee paid pursuant to this division shall not be added on as a separate item on the trash collection bills, but rather shall be considered as an operational expense of the waste hauler. WHY?~~

~~Sec. 11-66. - License fee rebate.~~

~~The waste hauler may produce audited billing evidence satisfactory to the Town ~~Administrative Assistant to the Mayor~~ and in order to receive the difference between the license fee paid and seven (7) per cent of the waste hauler's billings for the preceding license period in the Town of Pembroke Park as a rebate.~~

~~Sec. 11-67. - Filing and updating customer list.~~

~~All persons who hold a current permit or license for solid waste collection must file a current customer list with the Town ~~Administrative Assistant to the Mayor~~ and must update such list with the ~~Administrative Assistant to the Mayor~~ on a semi-annual basis.~~

~~Sec. 11-68. - Reporting account changes.~~

~~All changes in accounts, whether additions or deletions, shall be reported in writing to the Town ~~Administrative Assistant to the Mayor~~ within three (3) days of such change.~~

~~Sec. 11-69. - Appeal of permit refusal.~~

~~Any person who applies for a permit for solid waste collection and is refused such a permit may appeal directly to the Town Commission for a review of the decision of the ~~Administrative Assistant to the Mayor~~.~~

(strikethrough = deletion; underline = addition)

Sec. 11-70. - Contents of appeal.

The appeal shall be forwarded in writing to the Clerk-Commissioner for placement on the Commission agenda and shall state:

- (1) The grounds for appeal, with specificity.
- (2) Why, in the opinion of the applicant, the ~~Administrative Assistant to the Mayor~~ Town erred in not issuing a permit to the applicant.

Sec. 11-71. - Denial of permit, refund of permit fee.

If a permit application is denied and no appeal is taken under sections 11-69 and 11-70, or if the Town Commission upholds the ~~Administrative Assistant to the Mayor's~~ denial of a permit, the ~~Town Administrative Assistant to the Mayor~~ shall refund the money submitted under section 11-64, less fifty dollars (\$50.00), which is to be retained as the application fee.

Sec. 11-72. ~~Violation of division; r~~Revocation of permit; review.

Should any person who holds a permit for solid waste collection violate any of the provisions of this division or fail to do a required act by this division, ~~he~~ Solid waste permits shall be subject to the following:

- (1) Should the ~~Town Administrative Assistant to the Mayor~~ determine that a permittee is operating in a manner harmful to the health, safety or welfare of the citizens of the Town public, the Town shall revoke the permit or place the permit holder in a probationary period, as set forth herein based upon the requirements of section 11-62, 11-63, 11-64, 11-67 or 11-68 herein, or in violation of any of said requirements, he shall notify the Clerk-Commissioner of that fact in writing. If the Clerk-Commissioner concurs with the determination of the Administrative Assistant to the Mayor, the Clerk-Commissioner shall place on the Town Commission agenda the matter of revoking the permit for collection of solid waste. The determination as to permit revocation shall be made by the Town Commission.
- (2) Such agenda item shall be publicly advertised in a newspaper of local circulation and written notice of the charges against the permittee shall be sent to it at least fourteen (14) days in advance and shall also contain the date, time and place of such agenda item.
- (3) After consideration of the matter, and allowing the permittee to be heard, the Town Commission may shall revoke the solid waste permit or shall place the permit holder on a time certain probationary period with enumerated conditions regarding what the permit holder must do to in order for the probation to be abated. The Town Commission may only allow the solid waste permit holder to continue to operate during the probationary period if the permit holder can ensure the health, safety and welfare of the public during the probationary period. If at the end of the probationary period, the permit holder has not met the conditions enumerated in the probation, the permit shall be revoked. The criteria to be used by the Town Commission shall be the criteria set forth in sections 11-2, 11-3, 11-4, 11-7 and 11-8.
- (4) ~~Should the permit be revoked, the former permittee may seek review of such action before the Town Commission within three (3) months of the date of revocation. The Town Commission may then reverse or refuse to reverse its action. Only one (1) such review shall be given within a twelve-month period.~~

Sec. 11-73. - Solid waste defined; processable waste, unprocessable waste; unacceptable waste.

For the purpose of this division, solid waste shall mean "processable waste" and "unprocessable waste" as herein defined:

- (1) Processable waste shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not be limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agricultural, commercial and light industrial waste, commercial waste, leaves and brush, paper and cardboard, plastics, wood

(strikethrough = deletion; underline = addition)

and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties and logs, not separated and recycled at the source of generation, but excluding unacceptable waste and unprocessable waste, except, to the extent consistent with the regulatory and permit requirements applicable to the processing of waste by a mass burn resource recovery facility, such minor amounts of such waste (other than hazardous waste) as may be contained in the normal processable waste stream.

- (2) Unprocessable waste shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not be limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six (6) feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight (8) inches could be contained within such solid mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream). This term excludes unacceptable waste.
- (3) Unacceptable waste shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill unless such landfill is specifically designed, constructed and licensed or permitted to receive such material. None of such material shall constitute either processable or unprocessable waste.

Sec. 11-74. - Penalty for violation.

Any individual, firm or corporation that shall violate any of the provisions of this division shall, ~~upon conviction thereof, be punished by a fine not to exceed five hundred dollars (\$500.00) or~~ as allowed by law. Each day any violation of any provision of this division shall continue shall constitute a separate offense. ~~In addition, any person, firm or corporation violating the provisions of this division shall be subject to the jurisdiction of the Town of Pembroke Park Code Enforcement Board as heretofore established.~~

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to "section", "article" or such other appropriate word or phrase in order to accomplish such intentions.

(strikethrough = deletion; underline = addition)

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

Section 5: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Procurement Code Ordinance

Meeting:

Department: Legal

Staff Contact: Town Attorney, Town Attorney

BACKGROUND INFORMATION:

The Town of Pembroke Park finds it in the best interest of the Town to revise its Procurement Code in order to streamline and delineate procurement procedures and to ensure that the Procurement code is up to date and in compliance with local, state and federal regulations.

FINANCIAL IMPACT:

Increases the amount of spending needed to require Commission review and approval to the purchases of goods and services more than \$5,000.

POLICY IMPLICATIONS:

Allows Town Manager to approve spending on goods and services for \$5,000 or less.

RECOMMENDATION:

Recommend the Commission approve the Procurement Code Ordinance

Harry Taubenfeld, Finance &
Budget Director

JC Jimenez, Town Manager

Status:

Approved - May 06 2021

Approved - May 07 2021

ORDINANCE NO. 2021-006

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING ARTICLE V "PROCUREMENT" BY DELETING THE EXISTING ARTICLE IN ITS ENTIRETY AND REPLACING IT WITH THE NEW ARTICLE V "PROCUREMENT"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, the Town of Pembroke Park (the "Town") finds it in the best interest of the Town to revise its Procurement Code in order to streamline and delineate procurement procedures and to ensure that the Procurement code is up to date and in compliance with local, state and federal regulations.

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

Section 1: Article V "Procurement" shall be deleted in its entirety (attached hereto as Attachment A is a strikethrough of the deleted code) and shall be replaced as follows:

ARTICLE V. – PROCUREMENT

Sec. 2-120. – Purpose. The Town wishes to provide for the purchase of the highest quality and best value of goods and services at fair and reasonable cost, and ensure equitable treatment of entities doing business with the Town. The Town's procurement code shall:

- (a) Establish policies governing all purchases and contracts;
- (b) Encourage and promote fair and equal opportunity for all entities doing business with the Town;
- (c) Obtain goods and services of good quality and appropriate quantity at fair and reasonable cost for the Town;
- (d) Permit the continued development of procurement policies and procedures through the promulgation of internal procedures (Procurement Manual), containing administrative regulations and internal processes of procurement;
- (e) Foster effective broad-based competition within the free enterprise system; and,
- (f) Provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 2-121. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agreement. See Contract.

Award. The selection of a bidder, proposer, or offeror prior to issuance of a purchase order or contract.

Best interest of the Town. A term which grants the Town manager or Town manager's designee the discretion to take the most advantageous action on behalf of the Town.

Best value. A procurement method that emphasizes value as much as, or more than, price. Best value may be based on, but not be limited to the following: the competitive solicitation evaluation criteria, subsequent discussions, presentations, demonstrations, negotiations, past performance, project management experience, prime contractor qualifications, sub-contractor qualifications, similar project's completed, adequacy of facilities or equipment, technology, location, sustainability, diversity, contract terms and conditions, project completion time, technical solutions, and pricing.

Bid. A formal written price offer by a vendor offering to furnish specific goods or services to the Town in response to an invitation to bid.

Business. See Firm.

Chief procurement officer (CPO). The procurement and contracts manager, who is the individual in charge of and responsible for centralized procurement for the Town.

Competitive solicitation. Competitive procurement via any of the following procurement solicitation methods: invitation to bid, request for information, request for proposals, request for qualifications, invitation to negotiate, or any other methodology which may be used to competitively select vendors to perform the delivery of goods and services to the Town.

Construction services. means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.

Consultant. A firm providing professional services for the Town.

Consultants' Competitive Negotiation Act (CCNA). F.S. § 287.055, pertaining to the acquisition of architects, engineers, land surveyors, landscape architects, and mapping services.

Contract. All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

Contractor. Any firm having a contract with the Town. Also referred to as a "Vendor".

Contractual services. Any services provided to the Town through contract, and includes, but shall not be limited to, security, maintenance and cleaning services; and the repair or maintenance of equipment and machinery or other Town-owned personal property.

Cooperative procurement. The action taken when two (2) or more public entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits; a variety of arrangements whereby two (2) or more public entities purchase from the same supplier or multiple suppliers using a single solicitation. Cooperative procurement efforts may result in contracts that other public entities may "piggyback".

Debarment. Permanent prohibition of a vendor or contractor engaging in future procurement actions with the Town.

Design-build contract. A single contract with a design-build firm for the design and construction of a Town construction project.

Designee. An authorized representative of a person holding a position of authority.

Emergency purchase. A purchase made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk.

Firm. Any corporation, partnership, individual, sole proprietorship, limited liability company, joint stock company, joint venture, governmental body or other legal entity.

Goods. Anything purchased other than services or real property.

Internal procedures of procurement. Those appropriately promulgated directives having general or particular applicability designed to implement or interpret this article, or describing organization, procedure, processes, or practice requirements as prescribed by the chief procurement officer. Such directives shall be included in the Town's Procurement Manual.

Invitation to bid (ITB). The solicitation document used for soliciting competitive sealed bids for goods or services.

Invitation to negotiate (ITN). All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the Town may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

Piggyback. A form of intergovernmental purchasing in which the Town will be extended the pricing, terms, or conditions of a competitively solicited contract entered into by another public entity; also referred to as accessing another public entity's contract.

Procurement. All functions pertaining to buying, purchasing, renting, leasing, contracting for, or otherwise acquiring any goods, supplies, services, professional services, capital improvement and construction projects, including description of requirements, solicitation and selection of sources, negotiations, preparation, award and execution of contracts and orders. Procurement may also include the combined functions of purchasing, inventory control, transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement Manual. The administrative regulations which implement this article and the internal procedures of procurement services and describes rules, regulations, policies and procedures to be followed by procurement services and the departments it serves.

Professional services. Services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of services alone, rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance. Professional services shall include, but not be limited to, services customarily rendered by architects, engineers, surveyors, certified public accountants, financial experts, attorneys, planners, lobbyists, and consultants.

Proposal. The response to a competitive solicitation that addresses a proposer's experience, qualifications, approach and other factors that may be required by the Town in the solicitation documents.

Public entity. A county or municipal government, school board, school district, authority, special taxing district, other political subdivision, or any office, board, bureau, commission, department, branch, division, or institution thereof.

Purchase order (PO). A document, including electronic document, by which the Town acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Request for information (RFI). A non-binding method whereby the Town publishes its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology options, preferred timeframes, innovative approaches, or other related criteria.

Request for proposals (RFP). A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may or may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs shall include price criteria.

Request for qualifications (RFQ). A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

Responsible vendor, bidder, offeror, or respondent. A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the Town.

Responsive vendor, bidder, offeror, or respondent. A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

Services. The furnishing of labor, time, skill, expertise, or effort by a consultant or a contractor rather than providing specific goods and commodities. Such services may include, but not be limited to: general consultations, construction, operation, repairs, maintenance, studies, reports, and technical and social services. This term shall not include employment agreements or collective bargaining agreements for purposes of this article.

Sole source. An item that is the only one (1) that will produce the desired results, or fulfill the specific need, and the item is available from only one (1) source of supply.

Specifications. A precise description of the physical or functional characteristics of a good, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery. It may also include a reference to a specific name brand name, model, or equal.

Supplies. All tangible items purchased or consumed by the Town.

Suspension. The temporary prohibition of a vendor or contractor from doing business with the Town for a period not to exceed two (2) years.

Unauthorized purchase. Any item(s) or service(s) that is purchased in a manner that is inconsistent with this article or the Procurement Manual, including any item or service that is: (a) Purchased without sufficient funds as determined by finance, or (b) Splitting orders of the same or like materials/requirements into two (2) or more individual purchases with the intention of circumventing the competitive solicitation requirements.

Vendor or supplier. A supplier of goods or services.

Sec. 2-122.Chief Purchasing Officer.

The Town Manager, or his or her designee, shall be the Town's Chief Purchasing Officer ("CPO"). The CPO shall serve as the principal officer for the contracting and/or purchase of goods and services and shall have the authority to approve all purchases, contracts, change orders, and purchase orders for the purchase of goods and services, provided they are in conformance with the Procurement Manual, the law, and all applicable rules and regulations. The chief procurement officer may delegate rights, powers, and authority vested in the CPO to subordinate procurement services employees, or other Town staff, when deemed necessary by the chief procurement officer, provided such staff shall comply with all applicable laws, ordinances, resolutions, rules and procedures established by the Town. The CPO shall have the authority to do as follows:

- (a) Purchase or lease or contract for the purchase or lease of commodities or services required for or by the Town, in accordance with purchasing procedures prescribed in this article and in accordance with such administrative policies and procedures as the Town may prescribe for internal management and operation of the purchasing office;
- (b) Negotiate and recommend execution of contracts for the purchase of commodities or services;
- (c) Act to procure for the Town the needed quality in commodities or services at the least expense;
- (d) Encourage uniform bidding and full and open competition on all purchases;
- (e) Prepare revisions and amendments to the purchasing regulations set forth herein, as necessary, and recommend such revisions and amendments to the Town Commission;
- (f) Prepare policies and procedures governing the purchase of commodities or services for the Town;
- (g) Keep informed of current developments in the field of purchasing, prices, market conditions and new projects;
- (h) Prescribe and maintain such forms as may be reasonably necessary to the operation as well as other rules and regulations;
- (i) Supervise the inspection of all commodities and services purchased to ensure conformance with specifications;
- (j) Transfer surplus commodities between Town departments as needed;
- (k) Maintain a vendors' list, vendors' catalog file and records needed for the efficient operation of the purchasing office;
- (l) Conduct all sales of surplus property that the Town Commission may authorize to be sold as having become unnecessary or unfit for the Town's use;
- (m) Upon direction by the Town Commission, the CPO shall have the power to negotiate options on real property for consideration by the Town commission so long as any good faith deposit money does not exceed the purchasing limits contained in this Article; however, the CPO may not purchase or close on the purchase of real property without the direct authorization of Town commission. All statutory requirements governing the purchase of real property by a municipality shall be complied with. This section does not authorize the CPO to borrow any money on the Town's behalf, including the financing of any purchases that may be made pursuant to this article, without the direct authorization of the Town commission.

2-123. Applicable Laws; County Ethics Ordinance. The Town shall comply with all applicable federal, state and local laws. In the event of a conflict between the provisions of this Article and the County Ethics Ordinance, the County Ethics Ordinance shall control.

2-124. Requirement of good faith. The provisions of this article require all parties involved in the procurement of good or services and the issuance of contracts for the Town to act in good faith.

2-125. Application and Exclusions.

(a) Unauthorized purchases. No officer of the Town shall, except in cases of emergency as specified herein, issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by this article. The Town shall not be bound by purchases made without proper authorization or in any unauthorized manner. Except as provided in this division, it shall be unlawful for any Town officer or employee under the supervision of the Town manager to order the purchase of any materials or supplies or make any contract for municipal materials or supplies or services within the purview of this division other than through the central purchasing organization, and the Town shall not be bound by any purchase order or contract made contrary to the provisions of this division.

(b) Prohibition against subdivision. No contract or purchase shall be subdivided to avoid the requirements of this article and the Procurement Manual.

(c) Competitive solicitation and selection. The competitive solicitation and selection process provisions of this article shall apply to every purchase by the Town commission and the departments that are under the control of the Town commission, regardless of their fund source, including state and federal assistance monies and grants, except as otherwise specified in this article, or by federal, state or local laws or grant terms and conditions, or as follows:

- (1) Emergency procurements as defined herein.
- (2) Sole source and proprietary procurements as defined herein.
- (3) Real property (land or buildings) purchase, lease or rental.
- (4) Insurance and insurance-related products.
- (5) Works of art for public places.
- (6) Goods and/or services accepted by the Town via grant, gift, or bequest.

(d) Exclusions. The mandatory commission approval amount and the competitive solicitation and selection processes set forth in this article shall not apply to the following:

- (1) Contracts with, and purchases from, other public entities, i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, Town governments, government school boards, county sheriff's offices, and other government entities.
- (2) Utilities, including water, wastewater, sewer, gas, electric, or other utilities as defined by law.
- (3) Cable and satellite television services.
- (4) Magazine subscriptions, periodicals, and publications.
- (5) Membership dues for trade or professional organizations.
- (6) Travel and training expenses for employees.
- (7) Items purchased for resale.
- (8) Advertisement: radio, newspapers, magazines, professional organizations, trade shows, television, and any other related media.
- (9) Shipping services, including postage, overnight delivery, and courier services.
- (10) Copyrighted materials or patented works, including books, maps, periodicals, testing or instructional materials.
- (11) Governmental fees.
- (12) Regulatory or government licenses and permits.
- (13) Real estate transaction-related costs, including closing/processing fees, abstracts of titles, title insurance.
- (14) Durable medical equipment (DME).
- (15) Professional services, including:
 - a. Court reporter services.
 - b. Medical services, including wellness activities and pharmacy services.
 - c. Animal services, including veterinary services and the acquisition or training of animals.

- d. Legal services.
- e. Expert witnesses.
- f. Entertainers.
- g. Teaching, training and specialized services.
- h. Recreational program instructors.
- i. Professional services when used by the Town in the settlement and administration of workers' compensation and liability claims, such as:
 - 1. Private investigators and workplace investigators.
 - 2. Claim adjusting services.
- (16) On-going maintenance and support of existing software/hardware.
- (17) Purchases of goods or services for which the provisions of this article are waived by the Town commission by resolution.
- (18) Direct material purchases. Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the Town makes such purchases directly.
- (19) Services provided by, or in partnership with, institutions of higher learning, not-for-profit organizations, state sponsored institutions, and other governmental and public agencies.
- (20) Purchases from contracts established by local, state, or national cooperative procurement organizations, Federal General Services Administration, and the State of Florida contracts.
- (21) Purchase for services and facilities at hotels, motels, restaurants and similar facilities for Town sponsored events.
- (22) Products purchased from the blind, and other severely impaired persons (RESPECT) in accordance with F.S. §§ 413.032, 413.033 and 413.036.
- (23) Products purchased from the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), in accordance with F.S. § 946.515.
- (24) Publications from publishers or exclusive distributors of such publications.
- (25) Media such as movies, slides, videos, and similar forms of media.

2-126. Purchasing and related transactions.

- (a) Except as otherwise exempted or provided herein, or by state or federal law, the procurement of all goods, supplies, material, equipment, services and combinations of goods and services by or on behalf of the Town, including those transactions through which the Town shall receive revenue, in an amount equal to or in excess of the mandatory commission approval amount, shall be solicited by a competitive selection process, such as: the competitive sealed bidding (ITB) process, competitive sealed proposal (RFP) process, the request for qualifications (RFQ) process, or the competitive negotiations (ITN) process, or other methods, as determined by the CPO.
- (b) The use of electronic media, including acceptance of electronic signatures, is authorized consistent with F.S. Ch. 668, as may be amended, for use of such media, when practical or appropriate.
- (c) Evaluation and negotiation teams shall be considered dissolved upon award or rejection by the Town for any specific competitive solicitation.
- (d) The Town manager is delegated the authority to execute contracts for purchases that have been approved by the Town commission.

2-127. Administrative authority to issue change order.

- (a) The Town manager or the Town manager's designee is authorized to issue a change order or multiple change orders increasing the adjusted contract price of any contract awarded by the Town commission up to a cumulative maximum amount of ten percent (10%) of the adjusted contract value. For purposes herein, "adjusted contract value" means the original contract value or the contract value resulting from Town commission-approved change orders or contract amendments.

(b) The Town manager or the Town manager's designee is authorized to issue a change order increasing the value of a contract awarded by the Town commission in excess of the amount set forth in (a) of this section where the increase is necessary to effect emergency repairs or replacements, due to exigent circumstances encountered during the performance of the contract, or to prevent increased costs due to reasonable delay claims by the contractor. A full report of change orders exceeding the amount set forth in subsection (a) of this section shall be submitted to the Town commission at the earliest available commission meeting.

2-128. Procurement in an amount less than \$25,000.00.

(a) The Town Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than \$5,000 (Five Thousand Dollars) without the approval of the Town Commission.

(b) The purchase of services or commodities in the amount of \$5,000.00 (Five Thousand Dollars) or greater, requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.

(c) The purchase of services or commodities in the amount of five thousand dollars (\$5,000.00) or greater shall be permitted only after written competitive proposals from at least two (2) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.

(d) The purchase of services or commodities in the amount of ten thousand dollars (\$10,000.00) or greater shall be permitted only after written competitive proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.

2.129. Methods of procurement.

The CPO shall determine the appropriate method of source selection for each procurement, including but not limited to the following:

(a) *Competitive sealed bid process.*

(1) Invitation to bid. The invitation to bid ("ITB") solicitation document shall include the specifications and all contractual terms and conditions applicable to the procurement.

(2) ITBs may include pricing for the life cycle cost of items and shall be awarded to the lowest responsive and responsible bidder, considering all pertinent qualifications of the recommended awardee.

(b) *Competitive sealed proposal process/Request for Proposal.* The Town may use a request for proposal ("RFP"), when it is determined by the CPO that the use of competitive sealed bidding is either not practical, not advantageous to the Town due to the technical or specialized nature of the goods and/or services sought, or best value procurement will result in selection of the best qualified vendor/contractor at a reasonable price.

(c) *Request for qualifications ("RFQ") process.*

(1) The services of professional architects, engineers, landscape architect, surveyors, and mapping services shall be acquired in accordance with F.S. § 287.055, and as further delineated in the Procurement Manual.

(2) Continuing contracts for these services may be solicited and entered into on a rotational basis between at least three (3) firms, in accordance with F.S. § 287.055(2)(g), as may be amended, and as further delineated in the Procurement Manual.

(d) *Competitive negotiations process.*

(1) When the CPO determines that the use of competitive negotiations is advantageous to the Town, the competitive negotiations process may be used. An invitation to negotiate ("ITN") may be the solicitation method.

(2) The goal of an ITN is to obtain proposals from interested and qualified firms so that the Town may enter into negotiations with the firm or firms determined most capable of providing the required supplies and services.

(3) The ITN document will supply the firms with information necessary to understand the need; however, the terms, scope of work, price, method of delivery, conditions of performance, and approaches of the project may be open to consideration and negotiations, including simultaneous negotiations with the most qualified firms.

(4) ITNs may not be used for procuring professional services addressed by F.S. Ch. 287.055 (the "Consultants' Competitive Negotiation Act").

(e) *Request for information process.* When it is considered impractical to prepare a purchase description to support an award based on price or detailed scope of work, any competitive solicitation may be preceded by a request for information ("RFI") requesting the submission of unpriced submittals, which will provide input for the specifications or scope of work to be included in a subsequent competitive solicitation.

(f) *Late competitive responses.* Bids and responses received after the time and date specified in the solicitation document shall not be opened, but will be reported to the Town manager. Only the Town manager may authorize the opening of a late bid or proposal.

(g) *Alternative source selection.*

(1) Small purchases. Any purchase for an amount less than the mandatory commission approval amount shall be made in accordance with those procedures promulgated in the Procurement Manual, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this section.

(2) Sole source purchases. The CPO may make or authorize the procurement of goods and/or services, subject to the mandatory commission approval level stipulated in this article, without competitive solicitation when the director of the client department has documented in writing that such good or service is the only item that meets the need and is available through only one (1) source of supply, or when the intent to award through sole source is posted on the Town's website for a reasonable time period, or when a documented research effort by the CPO or designee fails to identify further competing sources of the goods or services. Such written determinations and supporting documentation shall be retained by the CPO for public inspection and auditing purposes. The sole source process shall be further delineated in the Procurement Manual.

(3) Proprietary purchases. The CPO may make or authorize the procurement of goods and/or services, subject to the mandatory commission approval level stipulated in this article, without competitive solicitation when the director of the client department has documented in writing that such goods and/or services is proprietary in nature. Such written determination and supporting documentation shall be retained by the CPO for public inspection and auditing purposes. The proprietary purchase process shall be further delineated in the Procurement Manual.

(4) Emergency purchases. The Town manager and/or designee may make or authorize emergency purchases as defined herein.

a. In the event of an emergency, such as an equipment failure, catastrophic damage to Town property, or other similar unexpected event, all normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the Town manager or designee, the head of any department may purchase any required emergency supplies,

materials, equipment or services. The head of such department shall send to the CPO, a requisition and copy of the delivery record together with a full justification and circumstances of the emergency.

b. Records of emergency purchases shall be maintained by the CPO. A full report of emergency purchases exceeding the mandatory commission approval amount shall be submitted to the Town commission at the earliest available commission meeting. The emergency purchase process shall be further delineated in the Procurement Manual.

(5) Cooperative purchases.

a. The Town may purchase from any cooperative contract, including but not limited to, term contracts by the State of Florida, Federal General Services Administration, and other governmental or public entity and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this article and the Procurement Manual are obviated.

b. The Town may purchase from (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the Town, if the CPO determines that it is practicable and advantageous for the Town to employ this method of procurement. If such other governmental or public entity contract is utilized, the public notice requirements and the need to use the methods of selection processes included in this article and the Procurement Manual are obviated.

c. The cooperative and piggyback procurement processes shall be further delineated in the Procurement Manual.

(6) Design-build services.

a. In accordance with Florida Statutes, the Town may use a competitive solicitation process to establish a design-build contract.

b. The design-build process shall be further delineated in the Procurement Manual which implements this section.

c. Prohibition against contingent fees. Each contract for design-build services shall contain a prohibition against contingent fees as required by Florida Statute.

(7) Capital improvement and construction services. Construction services shall be acquired in accordance with the competitive selection process as determined by the CPO. Performance bonds and payment bonds shall be as stipulated in F.S. § 255.05, as may be amended. Public notice for competitive solicitations related to construction and capital improvement projects shall be in accordance with F.S. § 255.0525(2), as may be amended. The capital improvement and construction procurement process shall be further delineated in the Procurement Manual.

(h) Matters applicable to all competitive solicitations.

(1) Notice inviting competitive solicitations. Notices inviting competitive solicitations shall be published at least one time in a newspaper of general circulation within the county or posted electronically on a centralized Internet website designated by the Town for this purpose, and shall include a general description of the commodities or services to be purchased, a statement of where competitive solicitations may be obtained, and the date, time, and place of the public opening of competitive solicitations. The notice shall be published in accordance with state statutes, but in no event shall the notice be published less than ten calendar days before the bid opening date.

(2) Security (bid bonds). When the estimated cost of a public works contract is \$150,000.00 or higher, or when otherwise deemed necessary by the Town administrator or designee, security in the form of a bid bond issued by a surety company licensed to do business in the state or a cash bond in an amount equal to ten percent of the bid shall be prescribed in the public notices inviting

competitive solicitations. A vendor shall forfeit a bid security upon a refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the Town is solely responsible for the delay in executing the contract.

(3) Next lowest vendor. The Town commission may, upon the refusal or failure of the successful vendor to execute the contract, award the contract to the next lowest vendor.

(4) Bid opening procedures. Sealed written bids shall be returned to the Town and identified as bids on the envelope, together with other information as may be specified in the invitation to bid. Bids shall be opened in public on the date and at the time and place stated in the public notices. A tabulation of all bids received shall be made available to the public within ten days of bid opening.

(5) Rejection of bids. The Town commission may authorize the Town administrator or designee to: (1) Reject all bids; (2) Reject all bids and re-advertise for bids, pursuant to the procedure prescribed in this section; or (3) Reject all bids and direct that the project or service in question be performed by the Town upon determining that such activities are in the best interest of the Town.

(6) Performance and payment bonds. A performance bond and a payment bond, or a "contract bond" combining the elements of a performance and a payment bond, issued by a surety company licensed to do business in the state, may be required before entering into a contract, in an amount at least equal to the contract price or such higher amount as may be found reasonably necessary to protect the best interests of the Town except, in limited circumstances, such as incremental services contracts or blanket purchase orders, where it has been determined by the department director that the potential liability resulting from the performance or payment under the contract is an amount less than the full contract price. The department director, or other authorized person, shall obtain the approval of the Town administrator or designee to require a bond for less than the full contract price before proceeding with the bid process. If such bond is required, the form and amount of the bond shall be described in the notice inviting bids. Bonds required hereunder shall be subject to all other provisions of this section.

(7) Security in lieu of performance and payment bonds. In lieu of the bond required by this section, a contractor may file with the Town, an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.50 et seq.). Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required hereunder. The appropriate representative of the Town shall make the determination of the value of the alternative form of security.

2-130. Protests of solicitations.

(a) *Applicability.* This section shall apply to protests of specifications contained in solicitations for the purchase of goods, supplies, equipment, or services.

(b) *Procedure.*

(1) Any person may protest the specifications contained in a solicitation issued by the Town by delivering a letter of specification protest to the CPO between the date of the electronic release of the solicitation and five (5) days prior to the date the bids or proposals are due, excluding Saturdays, Sundays, and holidays observed by the Town. The date on which the letter of protest is received in the office of the CPO shall constitute the date of delivery.

(2) The written protest shall state with particularity the specific facts and any law or ordinance on which it is based, and shall include any and all pertinent documents and evidence.

(c) *Authority to resolve protests.*

(1) The CPO shall first have the authority to settle and resolve any written protest within seven (7) days from receipt of a timely written protest by sending a written decision to the protesting party by mail or email upholding or denying the protest or staying the award process for further investigation.

(2) The protesting party may appeal to the Town manager a decision by the CPO denying the protest by delivering a notice of appeal to the CPO within three (3) days from the protesting party's receipt of the CPO's decision. Upon receipt of a timely notice of appeal the CPO will forward the protest to the Town manager for consideration. The Town manager may affirm, reverse, or modify the CPO's decision.

(3) The Town's consideration of a timely written protest shall not necessarily stay the solicitation process, as may be in the best interest of the Town. The CPO may recommend to the Town manager to render moot any written protest that is overtaken by events, in which case such protest may be abated and dismissed as determined by the Town manager.

(d) *Timely submittal of a protest or appeal required.* Failure of a person to submit timely a written protest or a notice of appeal to the CPO within the time provided in this section shall constitute a waiver of such person's right to do so.

(e) *Computation of days.* In computing any period of time prescribed or allowed by this protest policy, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or holiday observed by the Town, in which event the period shall run until the end of the next business day which is neither a Saturday nor Sunday, nor a holiday observed by the Town. Service of a protest or a notice of appeal by mail or courier shall not expand the time period allowed for delivery.

(f) *Costs.* Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

2-131. Preference to businesses with drug-free workplace programs. The Town hereby adopts by reference F.S. § 287.087, as amended, regarding bidding preferences for businesses with drug-free workplace programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with F.S. § 287.087, and any other applicable state law. An announcement of this preference shall be included in the bid documents.

2-132. Non-discrimination. Contractors shall not discriminate against any person in its operations, activities or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

2-133. Non-collusion. A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion,

conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.

2-134. Applicability to salaries, benefits. The provisions in this article should not apply to the payment of salaries or other employment benefits to officers or employees of the Town.

2-135. Adoption of Procurement Procedures Manual. The Town Commission shall adopt a Procurement Procedure Manual by resolution to be used by the Town's staff setting forth the policies and rules for billing of accounts due, processing payments received by the Town, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the Town.

2-136. Debarment and suspensions.

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the Town Commission, after consultation with the Town Attorney or Town staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three (3) years. The Town Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of Town contracts when there is probable cause for debarment pending the debarment determination by the Town Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

(4) Violation of Town's contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the Town contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;

(5) Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or

(6) Any other cause judged by the Town Commission to be so serious and compelling as to affect the responsibility of the person or entity performing Town contracts.

(c) Debarment and suspension decisions. Subject to the provisions of this section the Town Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

2-137. Surplus property.

(a) Disposal of surplus property. The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive

sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior approval by the Town Commission. No employee may purchase any such property without Town Commission approval.

(b) Donation of surplus property. Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.

* * *

Section 2: That the provisions of this Ordinance are to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and the sections may be renumbered, or re-lettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

Section 5: That this Ordinance shall be in force and take effect as provided by law.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2021.

PASSED AND ADOPTED on Second Reading this ____ day of _____, 2021.

ATTEST:

Town of Pembroke Park
Ordinance No. 2021-006

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

Approved as to form and legal sufficiency

Melissa P. Anderson
Town Attorney

ARTICLE V. -- PROCUREMENT

Sec. 2-121. -- Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Addenda or addendum. Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

Business location. A permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post-office box shall not be sufficient to constitute a business location.

Change order. Changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. The changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, the changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Chief Procurement Officer. The individual responsible for the procurement of commodities and services as well as the management and disposal of commodities. The Town Finance and Budget Director is the ex-officio Chief Procurement Officer.

Town Standard Commodities. Those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, compatibility or other salient characteristics.

Commodities. Personal property, including, but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

Contractor. Any person or business entity having a contract with the Town.

Cooperative purchasing. Situations where the Town participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.

Invitation for bid. A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

Purchase order. A document by which the Town acquires goods and services at a stated price, specifying all the terms and conditions of a proposed transaction, such as a description of the required items, delivery schedule, terms of payment and transportation.

A purchase order is required for purchases of goods or services in an amount greater than one thousand five hundred dollars (\$1,500.00). The Chief Procurement Officer is authorized to pay the amount stated in the purchase order after Town Commission approval.

Quotations. Unsealed facsimile or written bids for commodities or services.

Request for letters of interest. A written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include, but is not limited to, general information and submission deadline. The Town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose

of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.

Request for proposals. A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Request for qualifications. A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The Town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

Responsible bidder, responsible offeror, or responsible proposer. A person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the Town's discretion.

Responsive bidder, responsive offeror, or responsive proposer. A person who has submitted a bid, offer, or proposal that conforms in all material respects to the invitation for bid, request for letters of interest, request for qualifications, or request for proposals, determined solely within the Town's discretion.

Services. The furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Sole source. The commodities or services are available from only one (1) responsible vendor. Specific criteria for sole source purchases is set forth in the Procurement Procedures Manual.

Surplus property. Any personal property belonging to the Town that is capable of being used, but is in excess of the normal operating requirements of the Town or which is no longer being used or which has become obsolete, worn out or scrapped.

Using department. Any department, agency, commission, bureau or other unit in the Town government using commodities or procuring services as provided in this article.

Sec. 2-122.—Procurement responsibility.

The procurement of commodities and services shall be under the supervision of the Chief Procurement Officer, or designee.

Sec. 2-123.—Compliance required.

It shall be unlawful for any Town officer or employee to purchase any commodities or services or make any contract within the purview of this article unless there has been compliance with the requirements of this article. Any purchase made or contract executed contrary to the provisions hereof shall be null and void, and the Town shall not be bound thereby.

~~Sec. 2-124. Procurement of commodities or services in an amount less than \$25,000.00.~~

- ~~(a) The Town Manager, or designee, or designee of the Town Commission, may authorize the purchase of services or commodities in an amount less than one thousand five hundred dollars (\$1,500.00) without the approval of the Town Commission.~~
- ~~(b) The purchase of services or commodities in an amount in excess of one thousand five hundred dollars (\$1,500.00) requires the prior approval of the Town Commission at a regular or special meeting, except as may otherwise be provided in this article.~~
- ~~(c) The purchase of services or commodities in excess of five thousand dollars (\$5,000.00) shall be permitted only after written competitive proposals from at least two (2) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.~~
- ~~(d) The purchase of services or commodities in excess of ten thousand dollars (\$10,000.00) shall be permitted only after written competitive proposals from at least three (3) different sources are received by the Town Commission for consideration, and the Town Commission approves the most responsible and responsive proposal.~~

~~Sec. 2-125. Regular, recurring procurements.~~

~~The Town Commission may, by resolution from time to time, provide for the payment of certain services or commodities which are procured on a regular or recurring basis, either pursuant to contract or otherwise, without the requirement of a purchase order for same, or the submission of such invoice to the Town Commission for individual approval.~~

~~Sec. 2-126. Competitive bidding or competitive proposals required; exceptions.~~

- ~~(a) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer or Using Department to cost more than twenty-five thousand dollars (\$25,000.00) shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer or Using Department, except as specifically provided herein.~~
- ~~(b) For all capital improvement projects where the services of professional architectural, engineering, landscape architectural, or survey and mapping services are required, the Chief Procurement Officer or Using Department, with the approval of the Town Commission, shall determine the project delivery method to be utilized to complete the project, and shall present the recommendation as part of the request for approval of bid advertisement as required in section 2-127.~~
- ~~(c) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:~~
 - ~~(1) *Emergency purchases.* In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager, or designee, is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer, or designee, to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.~~

~~It is recognized that not all situations or occurrences can be anticipated. Emergency situations may include, but are not limited to, imminent danger to life safety, health, property or breakdowns of equipment that may cause serious curtailment of services to residents. Examples of these purchases are repairs for vehicles, broken water and sewer lines, and hurricane or other disaster purchases during a declared disaster. Any department head who authorizes an emergency purchase pursuant to this section must seek oral or written approval from the Town Manager, or designee, (only required during normal business hours), and must provide a written explanation of the emergency to the Town Manager, or designee, as early as possible, but not later than twenty-four (24) hours after the purchase and provide a copy of written explanation to the Finance and Budget Department. Town Commission confirmation shall be required when the amount of the emergency purchase exceeds one thousand five~~

hundred dollars (\$1,500.00). Emergency purchasing procedures may not be implemented to procure goods or services required to perform normal Town operations. Failure to anticipate normal operating needs shall not be considered grounds for an emergency situation.

- (2) ~~Professional services.~~ Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, or competitive proposals, are exempt from this section; however, state laws, such as the Consultants' Competitive Negotiation Act (CCNA) to the extent applicable, shall be followed.
- (3) ~~Town standard, single source and sole source commodities or services.~~ Town standard, single source and sole source commodities or services are exempt from this section.
- (4) ~~Disaster preparedness.~~ Contracts for purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section.
- (5) ~~Utilization of other governmental agencies' contracts.~~ Commodities or services that are the subject of contracts with the State of Florida, its political subdivisions or other governmental entities located within the State of Florida, including the United States government, are exempt from this article, provided, however, that this section shall apply only if the contract expressly permits or if the awarding jurisdiction or the vendor agrees to allow the Town to purchase on the same terms and conditions, and if either:
 - a. The commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another Florida governmental agency and not on any preference; or
 - b. The price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded the governmental contract.

Where an award is made pursuant to this section, the terms and conditions agreeable to the Town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

- (6) ~~Cooperative purchasing.~~ Cooperative purchasing plans are exempt from this section.
- (7) ~~Exclusions from competitive procurement requirement.~~ The following contractual services are not subject to the competitive procurement requirement:
 - a. Academic program reviews or lectures or seminars by individuals;
 - b. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration;
 - c. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like;
 - d. Maintenance service of equipment when considered to be in the best interest of the Town and recommended by the Using Department and the services to be performed are by the equipment manufacturer, manufacturer's service representative or a distributor of the manufacturer's equipment, the services may be procured without following the competitive sealed bid process;
 - e. Advertising for the purpose of public notifications;
 - f. Utilities, including but not limited to electric, water and communications;
 - g. Copyrighted materials, except computer software; or
 - h. Food, clothing and other promotional items purchased for resale or distribution to the public.

- (8) ~~Additional exclusions.~~ The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The Town Manager, or designee, may determine if a contractual service must be procured through the competitive procurement process, if not expressly indicated herein.
- (9) ~~Best interest of the Town.~~ Purchases of and contracts for commodities or services are exempt from this section when the Town Commission declares by a majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the Town. The Town Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the Town Commission consent agenda.
- (d) ~~Any other provision of this section to the contrary notwithstanding, Town purchasing shall be conducted in accordance with applicable state law, including F.S. § 180.24 and F.S. § 255.20, as may be amended.~~

~~Sec. 2-127. Competitive bidding procedure.~~

~~The competitive bidding procedures below shall be followed:~~

- (a) ~~Presentation to Town Commission.~~ All competitive bidding or competitive proposal solicitations as defined in section 2-126 shall be presented to the Town Commission for consideration prior to advertisement.
- (b) ~~Advertisement for bids required.~~ Notice of the competitive bid shall be advertised in a newspaper of general circulation in the Town of Pembroke Park not less than ten (10) days prior to the date set forth in the notice for the opening of bids or proposals.
- (c) (1) ~~Bid deposits.~~ When deemed necessary by the Chief Procurement Officer or Using Department, bid deposits or sureties shall be prescribed in the public notice inviting bids. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer or Using Department upon failure on its part to enter into a contract with Town within fifteen (15) days after the bid award.
- (2) ~~Deposit requirements.~~ Each bid, where so required in the bid documents, must be accompanied by a bid bond, a cashier's check or certified bank check in an amount of not less than five (5) percent of the total bid amount. The applicable bid documents will specify the details of individual bid requirements. Unless otherwise stated in the bid documents, the bid security of the successful bidder will be retained by the Chief Procurement Officer until such bidder has executed and furnished to the Town an agreement and required contract security. Upon receipt of the executed agreement and contract security, the bid security will be returned. If the successful bidder fails to execute and deliver the agreement or fails to furnish the contract security within the time required by the bid documents after the notice of award, the Town may cancel the notice of award and the bid security of the successful bidder shall be forfeited to Town. The bid security of other bidders whom the Town determines to have a reasonable chance of receiving the award may be retained by the Town until the time specified in the bid documents. Bid security for bids which are deemed not competitive will be returned within seven (7) days after the bid opening.
- (3) ~~Sureties on performance.~~ All competitive bids seeking commodities or services in excess of twenty-five thousand dollars (\$25,000.00), shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Officer, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount less than twenty-five thousand dollars (\$25,000.00). The Town Manager shall have the discretion to waive the performance bond requirement in the event of an emergency. Any bonding company providing bid surety must be listed on the United States Department of Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

- (d) ~~Addenda.~~ Written addenda will be issued when changes, clarifications or amendments to the invitation for bids are deemed necessary.
- (e) ~~Bid opening procedure.~~
- (1) ~~Sealed bids shall be submitted to the Deputy Town Clerk, or designee, at such location as designated in the bid documents, and shall be identified as bids on the envelope.~~
 - (2) ~~Bids shall be opened in public at Town Hall by the Deputy Town Clerk, or designee, at the time and place stated in the public notice. All bids shall be publicly announced at the time of opening.~~
 - (3) ~~A tabulation of all bids received shall be posted for public inspection.~~
 - (4) ~~No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Deputy Town Clerk, or designee.~~
 - (5) ~~Failure to properly sign a bid shall invalidate the bid and it shall not be considered.~~
 - (6) ~~All bids opened shall contain a copy of the bid to be filed in the Clerk's office.~~
 - (7) ~~The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the Town Manager.~~
- (f) ~~Rejection of bids.~~ The Town Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is known to be in default on the payment of taxes, licenses or other moneys due the Town.
- (g) ~~Contracts award criteria.~~ Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:
- (1) ~~The prices contained in the bid;~~
 - (2) ~~The ability, capacity and skill of the bidder to perform the contract or provide the service required;~~
 - (3) ~~Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;~~
 - (4) ~~The character, integrity, reputation, judgment, experience and efficiency of the bidder;~~
 - (5) ~~The quality of performance of previous contracts or services, including, but not limited to, contracts or services with Town;~~
 - (6) ~~The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;~~
 - (7) ~~The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;~~
 - (8) ~~The quality, availability and adaptability of the commodities or services to the particular use required;~~
 - (9) ~~The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;~~
 - (10) ~~The number and scope of conditions attached to the bid by bidder;~~
 - (11) ~~The overall cost to the Town;~~
 - (12) ~~Whether the bidder is involved in any pending litigation with the Town; and~~
 - (13) ~~The best interests of the Town.~~

- ~~(h) *Determination and findings statement.* When the award is not given to the most responsive, responsible bidder, a determination and findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.~~
- ~~(i) *Tie bids.*~~
 - ~~(1) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the Town's advantage as determined by the Chief Procurement Officer or Using Department.~~
 - ~~(2) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to businesses with drug-free workplace programs as described in section 2-136, and then by publicly drawing lots.~~
- ~~(j) *Prohibition against subdivision.* No contract for purchase of goods or services may be subdivided to avoid the requirements of this section.~~
- ~~(k) *Inspection of bids.* Inspection of the Town's formal bids and proposals shall be conducted in accordance with applicable state law, including F.S. Ch. 119, as amended.~~

~~Sec. 2-128. Competitive negotiations.~~

~~When the use of competitive bidding is not in the best interest of the Town for a purchase of, or contract for, commodities or services estimated to cost in excess of twenty-five thousand dollars (\$25,000.00), the commodities or services may be purchased by competitive negotiations. A request for proposals, a request for qualifications, or a request for letters of interest shall be issued by Town in lieu of competitive bidding. Adequate public notice of the solicitation shall be given in the same manner as provided in section 2-127. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining the best and final proposals or offers. The contract award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A written summary of the basis on which the award is made shall be included in the contract file.~~

~~Sec. 2-129. Award of contract.~~

- ~~(a) An initial purchase of, or contract for, commodities or services, in excess of twenty-five thousand dollars (\$25,000.00), shall require the prior approval of the Town Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed. Emergency purchases, however, as described in section 2-126, shall not require advance Town Commission approval. In such emergency situations, the Town Manager, or designee, may approve the purchase or contract, subject to later ratification by the Town Commission. Emergency purchases are to be made only when the normal function and operation of the Town would be hampered to such an extent by submittal of a requisition in the usual manner that it may adversely affect the life, health, safety or welfare of citizens.~~
- ~~(b) Purchases exceeding the sum of seventy-five thousand dollars (\$75,000.00) in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year, unless the purchases are first authorized by the Town Commission. The above provision shall not apply to purchases of utilities or to ongoing contracts.~~

~~Sec. 2-130. Town Attorney to review and approve form and content of purchasing contracts.~~

The Town Attorney shall review all contracts awarded under this article and shall approve the contracts as to form and content prior to their execution by the appropriate Town officials. Notwithstanding the above, the Town Attorney, in his or her discretion, may approve form contracts bearing a pre-printed Town Attorney approval, provided that the provisions of the form contracts are not modified.

~~Sec. 2-131. -- Debarment and suspensions.~~

- (a) ~~Authority and requirement to debar and suspend.~~ After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the Town Commission, after consultation with the Town Attorney or Town staff, shall have the authority to debar a person or entity for the causes listed in this section from consideration for award of Town contracts. The debarment shall be for a period of not fewer than three (3) years. The Town Manager, the Chief Procurement Officer or the Using Department shall also each have the authority to suspend a contractor from consideration for award of Town contracts when there is probable cause for debarment pending the debarment determination by the Town Commission.
- (b) ~~Causes for debarment or suspension.~~ Causes for debarment or suspension include the following:
- (1) ~~Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract, or incident to the performance of such contract or subcontract;~~
 - (2) ~~Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;~~
 - (3) ~~Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;~~
 - (4) ~~Violation of Town's contract provisions, which violation is regarded by the Chief Procurement Officer or Using Department to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the Town contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;~~
 - (5) ~~Debarment or suspension of the person or entity by any federal, state, or other governmental entity; or~~
 - (6) ~~Any other cause judged by the Town Commission to be so serious and compelling as to affect the responsibility of the person or entity performing Town contracts.~~
- (c) ~~Debarment and suspension decisions.~~ Subject to the provisions of this section the Town Attorney shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the debarred or suspended party.

~~Sec. 2-132. -- Availability of funds.~~

~~Except in cases of emergency, the Town Manager, or designee, shall not issue any order for delivery on a contract or any open-market order unless and until the Chief Procurement Officer, or designee, certifies that there are unencumbered funds available in the budget, in excess of all unpaid obligations, to defray the cost of the commodities or services.~~

~~Sec. 2-133. -- Surplus property.~~

- (a) ~~Disposal of surplus property.~~ The Town may sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter or exchange, by competitive sealed bid, public auction, cannibalization, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property requires prior

~~approval by the Town Commission. No employee may purchase any such property without Town Commission approval.~~

- ~~(b) — *Donation of surplus property.* Surplus property may be donated by Town Commission approval, in any manner as the Town Commission deems fit.~~

~~Sec. 2-134. — Change orders.~~

- ~~(a) — Subject to the restrictions contained in division (b) below, the Town Manager, or designee, is authorized to approve all change orders decreasing the cost of the contract to the Town that do not materially alter the character of the work contemplated by the contract as determined in his or her judgment, to be in the public interest.~~
- ~~(b) — Notwithstanding the provisions of division (a) above, the Town Manager, or designee, is not authorized to approve a change order without authorization of the Town Commission where the sum of all change orders issued under the contract increases the cost of the contract by one thousand five hundred dollars (\$1,500.00) or greater.~~

~~Sec. 2-135. — Term, termination, extension and renewal of contracts.~~

- ~~(a) — *Term.*~~

~~(1) — Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension, if any, is included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.~~

~~(2) — Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.~~

- ~~(b) — *Termination.* The Town Commission is authorized to terminate any contract entered into by the Town when the Town Commission determines that the contracting party has breached or failed to perform one (1) or more of its obligations under the contract. When a contract is entered into by the Town pursuant to Town Commission approval and is terminable by the Town without cause, only the Town Commission is authorized to terminate the contract without cause. If any Commissioner desires that a contract be terminated without cause, he or she shall notify the Town Manager in writing and request that the item be placed on the next Town Commission agenda.~~

- ~~(c) — *Extensions.* The Town Manager, or designee, is authorized to extend, for operational purposes only, and for a maximum of one hundred eighty (180) days, any contract previously approved by the Town Commission and entered into by the Town. Any other extensions of the contract term require the approval of the Town Commission.~~

- ~~(d) — *Town Commission notification.* The Town Manager, or designee, shall notify the Town Commission, in writing at least three (3) months in advance of the expiration, renewal, automatic renewal or extension date of a contract, and shall provide a copy of the contract and a vendor performance report card for the contract to the Town Commission.~~

- ~~(e) — *Application to existing and future contracts.* The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.~~

~~Sec. 2-136. — Preference to businesses with drug-free workplace programs.~~

- ~~(a) — The Town hereby adopts by reference F.S. § 287.087, as amended, regarding bidding preferences for businesses with drug-free workplace programs.~~
- ~~(b) — Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or services, a bid received from a~~

~~business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with F.S. § 287.087, and any other applicable state law. An announcement of this preference shall be included in the bid documents.~~

~~Sec. 2-137. Non-discrimination.~~

~~Contractors shall not discriminate against any person in its operations, activities or delivery of services. Contractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.~~

~~Sec. 2-138. Non-collusion.~~

~~A bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the service or commodities for which the bid has been submitted. A bidder shall refrain from bidding in connection with such service or commodities and shall not have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other bidder, or any person interested in providing the proposed service or commodities.~~

~~Sec. 2-139. Bid protest procedures.~~

- ~~(a) Upon completion of the evaluation of all bids for a particular procurement, the Chief Procurement Officer or Using Department shall issue a notice of bid/proposal action. This notice, containing the date and time of issuance, shall be posted on the Town website and at a conspicuous location at Town Hall.~~
- ~~(b) A bidder with a "substantial interest" who has been adversely affected by the Town's selection of a bidder may protest the selection by complying with the requirements set forth herein. A bidder shall be deemed to have a "substantial interest" if the bidder would have been selected as the lowest responsive and responsible bidder but for the alleged mistake or irregularly described in the protest. If the Using Department or Chief Procurement Officer determines that a bidder does not have a "substantial interest," that bidder is precluded from bringing a bid protest pursuant to this section.~~
- ~~(c) A bidder wishing to object to terms, conditions, specifications, procedures, selection criteria, weight of evaluation criteria or other matter set forth in the bid or proposed documents must make such objections in writing during the period of time set forth for questions and answers in the invitation to bid, request for proposal, request for qualifications or request for letters of interest. A bidder who has not raised such objections in writing during the question and answer time may not use the bid protest process to object to these matters once a notice of bid/proposal action has been posted.~~
- ~~(d) A bidder may file a "Notice of Intent to Protest" by emailing said notice to the Using Department or Chief Procurement Officer within two (2) business days of the issuance of the notice of bid/proposal action pursuant to subsection (a) hereof or the publication of a Town Commission agenda recommending the award of the bid, whichever is sooner. Such Notice of Intent to Protest shall include the bid or proposal number and title, the name and address of the protester, and a brief statement as to the basis of the bid protest.~~
- ~~(e) The complete written bid protest must be filed with the Using Department or Chief Procurement Officer within ten (10) calendar days of the issuance of the notice of bid/proposal action. To be considered, the written protest of bid must include:
 - ~~(1) The bid or proposal number and title;~~~~

- ~~(2) Company name, protester's name and title, mailing address of protester, and email address of protester;~~
- ~~(3) The facts and law upon which the protest is based; and grounds not stated shall be deemed waived;~~
- ~~(4) Rules, regulations or statutes pertinent to the protest;~~
- ~~(5) Relief which the protester seeks;~~
- ~~(6) Any other information that the protester deems to be material to the protest; and~~
- ~~(7) A bid protest bond in the form of a certified check, cashier's check, or money order made payable to the Town of Pembroke Park in an amount equal to five (5) percent of the awarded bid amount or five thousand dollars (\$5,000.00), whichever is greater. If the protest is upheld by the Town, the bond will be refunded to the protester. If the protest is denied, the entire bid protest bond amount shall be forfeited to the Town.~~
- ~~(f) Upon receipt of a timely filled and complete formal written bid protest, the Using Department and Chief Procurement Officer shall stay the award of the purchase order or contract until the bid protest is resolved, unless the Using Department and Chief Procurement Officer determine in writing that compelling circumstances exist which require that the award be processed without further delay in order to protect the Town's interest or for the purpose of avoiding an immediate and serious danger to the public health, safety or welfare of the citizens or substantial disruption of Town operations.~~
- ~~(g) After receipt of the timely filed and complete written bid protest, and upon the protester's request, the Using Department and Chief Procurement Officer shall meet with the protester to discuss the allegations and to attempt to resolve the matter. The Using Department and Chief Procurement Officer shall issue their decision on the bid protest within fourteen (14) calendar days of the meeting, or if no meeting is requested, within fourteen (14) days of receipt of the timely filed and complete written bid protest. Such decision shall be e-mailed to the protester on the date of issuance unless otherwise directed by the protester.~~
- ~~(h) The protester may appeal the decision of the Using Department and Finance and Budget Director to the Town Manager by filing a written appeal with the Town Clerk's office within three (3) business days of issuance of the Using Department and Chief Procurement Officer's decision. The appeal must be in writing and must include a full explanation of the basis of disagreement with the decision rendered by the Using Department and Chief Procurement Officer, as well as the relief sought. The Town Commission will review the bid protest appeal and shall overturn the bid award if the protester proves that the bid award did not comply in material respects with the requirements contained in the invitation to bid, request for proposal, request for qualifications or request for letters of interest, this procurement code, or Florida law. The Town Commission's decision shall be e-mailed to the protester on the date of issuance unless another method of delivery is otherwise directed by the protester.~~
- ~~(i) Failure by a bidder to comply with the timelines and requirements set forth herein shall result in an immediate invalidation and termination of the bid protest and a waiver of the right to seek further redress or to appeal the alleged adverse action in a court of law.~~
- ~~(j) Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.~~

~~Sec. 2-140.—Applicability to salaries, benefits.~~

~~The provisions in this article should not apply to the payment of salaries or other employment benefits to officers or employees of the Town.~~

~~Sec. 2-141.—Adoption of Procurement Procedures Manual.~~

~~The Town Commission shall adopt a Procurement Procedure Manual by resolution to be used by the Town's staff setting forth the policies and rules for billing of accounts due, processing payments received~~

by the Town, purchase orders for procurement of goods or services and such other matters as are necessary for orderly operation of the financial affairs of the Town.

AGENDA ITEM REPORT



To:

Subject: Calvin, Giordano & Associates - engineering contract renewal

Meeting: 06 09 2021 DRAFT REGULAR COMMISSION MEETING - Jun 09 2021

Department: Public Works

Staff Contact: Stephanie Woodbury, Project Manager

RECOMMENDATION:

We recommend that the Commission approve the last renewal of this contract for civil engineering.

ATTACHMENTS:

[CALVIN renewal 2021](#)

[TPP Calvin Giordano Civil Engineering Consultant Agreement\(Executed\)](#)

TOWN OF PEMBROKE PARK RENEWAL
WITH CALVIN GIORDANO

THE RENEWAL OF THE AGREEMENT by and between the Town of Pembroke Park ("Town"), a Florida municipal corporation, and Calvin, Giordano & Associates, Inc., a Florida corporation ("Vendor"), whose principal address is 1800 Eller Drive, Fort Lauderdale, FL 33316, is entered into on this 9th day of June, 2021.

WHEREAS, on April 11, 2018, the Town entered into an Agreement (the "Agreement") for Civil Engineering consultation services with Vendor which provided for a term of three years and two one year renewals; and

WHEREAS, the Town finds it is in the best interest of the Town to enter into a first renewal of the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, Town and Vendor agree as follows:

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on April 12, 2022.

2. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

MAYOR

Title:

ATTEST:

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY

AGREEMENT

Between

Town of Pembroke Park

and

Calvin, Giordano & Associates, Inc.

for

CIVIL ENGINEERING CONSULTANT SERVICES

A-1

AGREEMENT

THIS IS AN AGREEMENT made and entered into this ____ day of _____ 20____
by and between:

TOWN OF PEMBROKE PARK, a municipal
Corporation of the State of Florida, (hereinafter
referred to as "TOWN")

and

CALVIN, GIORDANO & ASSOCIATES, INC. a
Corporation authorized to do business in the State
of Florida, (hereinafter referred to as
"CONSULTANT").

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida at its meeting of
April 11, 2018 authorized by Resolution the execution of this Agreement between CONSULTANT
and TOWN authorizing the performance of services in connection with a continuing contract for Civil
Engineering Consultant Services; and

WHEREAS, CONSULTANT is willing and able to render professional services to TOWN for
such project for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions
contained herein, the parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions
which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true
and correct and are therefore agreed upon by the parties.

- 1.1 **AGREEMENT:** Means this document between the TOWN and CONSULTANT
dated _____, 20____ and any duly authorized and executed Amendments to
Agreement.
- 1.2 **CERTIFICATE FOR PAYMENT:** A statement by CONSULTANT based on observations at
the site and on review of documentation submitted by the Contractor that by its issuance
recommends that TOWN pay identified amounts to the Contractor for services performed by

the Contractor at the Project.

- 1.3 **CHANGE ORDER**: A written order to the Contractor, addressing modifications to the Contract Documents, and establishing the basis of payment and contract time adjustment, if any, for the work affected by such modifications. CONSULTANT may review and make recommendations to TOWN on any proposed Change Orders, for approval or other appropriate action by TOWN.
- 1.4 **TOWN**: The Town of Pembroke Park, a municipal corporation of the State of Florida.
- 1.5 **COMMISSION**: The Town Commission of the Town of Pembroke Park, Florida, which is the governing body of the TOWN government.
- 1.6 **CONSTRUCTION COST**: The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.
- 1.7 **CONSTRUCTION COST LIMIT**: A maximum construction cost limit established by TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.8 **CONSTRUCTION DOCUMENTS**: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.9 **CONSULTANT: Calvin, Giordano & Associates, Inc.** CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.10 **CONTRACT ADMINISTRATOR**: The Town Engineer of the Town of Pembroke Park, or his or her designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.11 **CONTRACTOR**: One or more individuals, firms, corporations or other entities identified as such by a written agreement with TOWN ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.12 **ERROR**: A mistake in design, plans and/or specifications where the error was constructed or was under construction and required retrofitting, replacement and/or additional cost action to correct the error. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional cost are incurred.
- 1.13 **FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS**: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.14 **NOTICE TO PROCEED**: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.15 **OMISSION**: A scope of work missed by the CONSULTANT, including a quantity

miscalculation, which was later discovered and added by Change Order. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

- 1.16 **ORIGINAL CONTRACT PRICE:** The original bid and/or contract price as awarded to a CONTRACTOR based upon CONSULTANT'S final detailed Construction Documents of the Project.
- 1.17 **PLANS AND SPECIFICATIONS:** The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.
- 1.18 **PRELIMINARY PLANS:** The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.19 **PROJECT:** An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at TOWN's discretion.
- 1.20 **RESIDENT PROJECT REPRESENTATIVE:** Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.
- 1.21 **TASK ORDER:** A document setting forth a detailed scope of services to be performed by CONSULTANT upon authorization of TOWN.
- 1.22 **TIME OF COMPLETION:** Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

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

- 2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT'S statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to

perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 CONSULTANT shall perform the following professional services: Civil Engineering Consultant Services, more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT'S level of effort.
- 3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT'S opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by TOWN in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT'S sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by CONSULTANT have been undertaken between CONSULTANT and a committee of TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include TOWN'S specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.

ARTICLE 5 TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement (and applicable TOWN purchasing code requirements).

- 5.3 Under all Task Orders and Projects, TOWN may require CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of TOWN, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents;
and
 - 5.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed/Purchase Order from TOWN. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, TOWN shall notify CONSULTANT in writing. CONSULTANT has up to (10) working days thereafter to take such measures as will, in the judgment of TOWN, ensure satisfactory performance and completion of the work. If CONSULTANT fails to cure within the ten (10) working days in the sole discretion of TOWN, TOWN may notify CONSULTANT to discontinue all work under the specified Task Order. CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Commission approval, to issue a new Task Order for the uncompleted work to another Consultant using the remaining funds. Any excess costs incurred by TOWN arising there from over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 The initial term of this Agreement shall be for three (3) years from the date of this Agreement. TOWN shall have the option to renew this Agreement for two (2) successive one (1) year terms under the same terms, conditions, and compensation as set forth herein.
- 6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.
- 6.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review and approval.

- 6.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.
- 6.5 The time for the performance of services described in assigned Task Orders shall be negotiated by TOWN and CONSULTANT as the services are requested and authorized by TOWN.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursable Expenses as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by CONSULTANT'S estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursable Expenses; and profit, or as required by individual Task Order.

7.2 REIMBURSABLE EXPENSES

- 7.2.1 Direct non-salary expenses, entitled Reimbursable Expenses, directly attributable to the Project will be charged at actual cost.

Reimbursable Expenses are in addition to the compensation for basic services and include actual expenditures made by CONSULTANT and CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost,

without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursable Expenses associated with a particular Task Order only up to the amount allocated for such Task Order.

Any Reimbursable Expense or portion thereof which, when added to the Reimbursable Expenses related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for CONSULTANT, his staff and Sub-Consultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT'S and Sub-Consultants various offices are not reimbursable under this Agreement.

Reimbursable Expenses shall include only the following listed expenses, unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN, and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

7.2.2 Reimbursable Sub-Consultant expenses are limited to the items described above when the Sub-Consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by the parties that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN'S obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If TOWN or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursable Expenses, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such

expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursable Expenses attributable to the Project. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category of the individuals performing same. Billings shall itemize and summarize Reimbursable Expenses by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursable Expenses, a copy of said approval shall accompany the billing for such Reimbursable Expenses. The statement shall show a summary of salary costs and Reimbursable Expenses with accrual of the total and credits for portions paid previously. External Reimbursable Expenses and Sub-Consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT'S cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category, Reimbursable Expenses by category, and Sub-Consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

7.4.1 TOWN shall pay CONSULTANT in accordance with Chapter 28, Florida Statutes, as amended from time to time and known as the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

7.4.2 TOWN will review CONSULTANT'S invoices and, if inaccuracies or errors are discovered in any invoice, TOWN will inform CONSULTANT within ten (10) working days by FAX or by E-Mail of such inaccuracies or errors and request that a revised invoice be re-submitted by CONSULTANT to TOWN.

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by TOWN and CONSULTANT.

- 8.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written Amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the parties. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 CONSULTANT, following TOWN'S approval of the Construction Documents and of the Final Statement of Construction Cost, shall, when so directed and authorized by the TOWN, assist TOWN in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by TOWN, and shall make a recommendation for any award based on TOWN's Purchasing Ordinance.
- 9.2 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the TOWN, shall meet with TOWN'S representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the TOWN'S direction, redesign each Project and/or work with TOWN to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to TOWN. If negotiations between TOWN and CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the TOWN after CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, CONSULTANT shall not be responsible for any redesign without compensation.
- 9.3 CONSULTANT shall provide TOWN with a list of recommended, prospective proposers for each project CONSULTANT prepares construction documents for TOWN.
- 9.4 CONSULTANT shall attend all pre-proposal conferences held in conjunction with projects for which it has prepared construction documents.
- 9.5 CONSULTANT shall recommend any addenda, through the Contract

Administrator, as appropriate to clarify, correct, or change proposal documents.

- 9.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by TOWN.
- 9.7 TOWN shall make decisions on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT. CONSULTANT shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. CONSULTANT may also prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.8 TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering errors or omissions.
- 9.8.1 It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to TOWN which would not be incurred without the error.
- 9.8.2 It is further specifically agreed for purposes of this agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an omission shall be considered an additional cost to TOWN which would not be incurred without the omission. So long as the total of those two numbers (Change Order costs of errors plus fifteen percent (15%) of omissions) remains less than one and one-half percent (1½%) of the total Construction Cost of the Project, TOWN shall request reimbursement from CONSULTANT for errors and omissions.
- 9.8.3 Should the sum of the two costs as defined above (cost of errors plus fifteen percent (15%) of the cost of omissions) exceed one and one-half percent (1½%) of the Construction Cost, TOWN shall recover the full and total additional cost to TOWN as a result of CONSULTANT errors and omissions from CONSULTANT, that being defined as the cost of errors plus fifteen percent (15%) of the cost of omissions.
- 9.8.4 To obtain such recovery, TOWN shall deduct from the CONSULTANT'S fee a sufficient amount to recover all such additional cost to TOWN.
- 9.8.5 As partial consideration for this Agreement, CONSULTANT specifically agrees to the reasonableness of these calculations and to TOWN'S right to recover same as stated above. The recovery of additional costs to TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which TOWN may otherwise incur.
- 9.8.6 The Contract Administrator's decision as to whether a Change Order is caused

by an error or caused by an omission shall be final and binding.

ARTICLE 10
TOWN'S RESPONSIBILITIES

- 10.1 TOWN shall assist CONSULTANT by providing CONSULTANT'S all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 10.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 TOWN shall review the itemized deliverables/documents identified per Task Order.
- 10.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of the Contractor.

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and Consultants, pursuant to this Agreement shall be the property of and owned by TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of TOWN whether the Project for which they are made is executed or not, and are subject to reuse by TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by TOWN and CONSULTANT. This shall not limit TOWN'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 It is expressly understood and agreed that TOWN may terminate this Agreement at any time by giving CONSULTANT notice by telephone, or personally to one of the officers of CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of CONSULTANT. In the event that the Agreement is terminated, CONSULTANT shall be entitled to be compensated for the services rendered

from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify TOWN against any loss incurred by TOWN resulting to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN within five (5) days of TOWN'S request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non- payment of undisputed amounts.

11.2.2 This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment to CONSULTANT for services which have not been performed by CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records,

and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

11.4 PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;
- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of

competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY TOWN CLERK AT (954) 966-4600, njoseph@townofpembrokepark.com, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE

participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8 SUB-CONSULTANTS

11.8.1 CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed Sub-Consultant, including Sub -Consultant's scope of work and fees, for review and approval by the TOWN prior to Sub-Consultant proceeding with any work.

11.8.2 CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

11.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.8.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN'S satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.10 INDEMNIFICATION OF TOWN

11.10.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.10.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to CONSULTANT.

11.10.3 The execution of this Agreement by CONSULTANT shall obligate CONSULTANT to comply with the foregoing indemnification provision.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide, and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall

specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of CONSULTANT'S employees.
- B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator. Sub-Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and TOWN'S Risk Manager on a Task Order by Task Order basis.
- C. CONSULTANT shall provide the Contract Administrator of TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that TOWN shall be given ten (10) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which TOWN may carry in its own name.
- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A.	Limits of Liability	
	Bodily Injury and Property	
	Combined Single Limit	
	Each Occurrence	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Personal Injury	\$1,000,000
	Products/Completed Operations	\$1,000,000

B.	Endorsements Required
	Town of Pembroke Park included as an Additional Insured
	Employees included as insured
	Broad Form Contractual Liability Waiver of Subrogation
	Premises/ Operations
	Products/Completed Operations
	Independent Contractors

11.11.3 AUTOMOBILE BUSINESS

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$1,000,000
- B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION

Limits of Liability
Statutory-State of Florida

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit
Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Deductible- not to exceed 10%

11.11.6 Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONSULTANT. Any exclusions or provisions in the insurance maintained by CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

11.11.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida

Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by TOWN.
- B. TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF TOWN AND CONSULTANT

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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 Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

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

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT'S employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by

written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.25 EXHIBITS

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

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Town Engineer
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 200

With a copy to: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 228

CONSULTANT: Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7781

11.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including, but not limited to, court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.31 EVALUATION

TOWN maintains the right to periodically review the performance of CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

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

WITNESSES:

Todd Larson
(Witness print name)

Stephanie Woodbury-Stephanie Woodbury
(Witness print name)

(CORPORATE SEAL)

TOWN

TOWN OF PEMBROKE PARK

By Ashira A. Mohammed
ASHIRA A. MOHAMMED, Mayor



ATTEST:

Natasha Joseph
NATASHA JOSEPH
Deputy Town Clerk

Approved as to form:

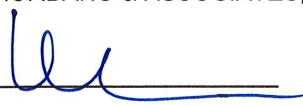
Christopher J. Ryan
CHRISTOPHER J. RYAN
Town Attorney

CONSULTANT

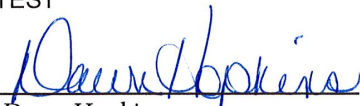
WITNESSES:

CALVIN, GIORDANO & ASSOCIATES, INC.


(Witness print name) Elizabeth Prat

By 
Name: Dennis Giordano
Title: President


(Witness print name) Stephanie Andujar

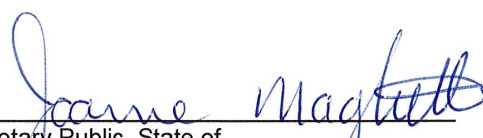
ATTEST
By 
Dawn Hopkins

(CORPORATE SEAL)

STATE OF Florida: COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 8 day of May, 2018,
by Dennis Giordano and _____ respectively, of CGA.
They are ☒ personally known to me or _____ have produced _____ as
identification.

(SEAL)


Notary Public, State of
(Signature of Notary Taking Acknowledgment)
Joanne Maglietta
Name of Notary Typed, Printed or Stamped

My Commission Expires _____

Commission Number _____

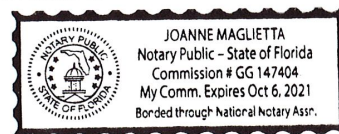


EXHIBIT “A”

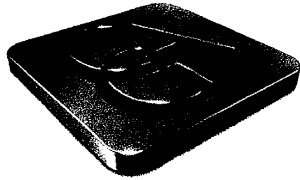
SCOPE OF SERVICES

- Surveying and mapping
- Roadway and site design
- Preparation of construction documents
- Participation in the implementation of the projects
- Neighborhood improvements and beautification
- Underground utility design such as water mains, storm water, and sanitary sewer system
- Site grading and storm water runoff modeling and design
- Erosion and sediment control design
- Pavement marking and signage design
- Maintenance of Traffic (MOT)
- Engineering analysis, cost estimates and reports
- Project permitting
- Project Construction Management
- Construction observation / inspection
- Shop drawing review
- Coordination with the Town staff, Town Consultants and contractors
- Coordination with the utilities such as FPL, Comcast and ATT
- Preparation of project rendering and presentation material
- Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with.
- Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.

EXHIBIT "B"
PROFESSIONAL FEE SCHEDULE

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A-28



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective October 1, 2014

FORT LAUDERDALE

MIAMI-DADE

WEST PALM BEACH

CLEARWATER/TAMPA

ESTERO

PORT ST. LUCIE

AGENDA ITEM REPORT



To:

Subject: Engineering and Consulting Services for Hardening of the Town Hall and Police Department

Meeting: PUBLIC NOTICE - Regular Commission Meeting - June 09, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

To help with the RFP and the AutoCAD drawings for the entire Town Hall.

FINANCIAL IMPACT:

\$ 4,895.00

RECOMMENDATION:

Approve the purchase of the Consulting Service.

ATTACHMENTS:

[Pembroke Park - Town Hall Bldg Security Hardening Engineering Svcs R2 Quote 6_9_21](#)

MIAMI MICROTRONIX CORPORATION

9375 Park Drive, Suite #1

Miami Shores, Florida 33138-2838

(305) 759-5552

Fax (305) 759-5259

Email: MiamiMicrotronix@Bellsouth.net

Q U O T E

Attention: Mark Pakula, IT Director, Town of Pembroke Park

Reference: Town Hall Building
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Phone #: 954-701-4345

Email: mpakula@tppfl.gov

From: Saul Smukler

Date: June 9, 2021

REVISED Quote to provide Engineering Services to Assess, Evaluate, Recommend and Provide Plans and Specifications for Security Hardening of the Pembroke Park Town Hall Building Site.

SCOPE OF WORK:

Miami Microtronix will Provide Engineering/Consulting Services for the Town of Pembroke Park, Town Hall Building as follows:

1. Existing Building Security Risk Assessment:
 - a. Nature and Operations of the Building will be identified.
 - b. Responses to escalated threat level situations.
 - c. Considerations and Impacts if this Building where suddenly not operational.
2. Visual Inspection of the Essential Existing Building Systems:
 - a. Electric Power Distribution System, including the FP&L Vault, Main Panels, Site Lighting, Emergency Generator, Fuel Source and ATS.
 - b. Water and Waste Water Systems entry/exit points and Main Valves.
 - c. Internet Fiber and Telephone Trunks entry point(s), redundancy and protection from damage and access.
 - d. Building Management System (BMS) – Heating, Ventilation and A/C System Control and BMS Security.
 - e. Electronic Security Sub Systems – Access Control, Video, Intrusion & Audio Communications.
3. Analysis and Presentation of Proposed Security Upgrade Options:
 - a. Analysis of upgrade alternatives.
 - b. Presentation and Review of Upgrade alternatives.

- c. Budgetary Cost analysis for the Recommended Upgrade Options.
- 4. Produce Plans and Project Technical Specifications for New Security System:
 - a. New CAD As-Built Drawings for Town Hall 1st, 2nd and 3rd Floors.
 - b. Preliminary Access Control System Plans & Technical Specifications.
 - c. Access Control System Bid Documents including Plans & Technical Specifications.
 - d. Our work product consisting of Plans, Specifications and Documentation will be provided to the Customer in both hard copy and electronic media files.

COST FOR THE ABOVE SCOPE OF WORK:

Total Amount \$ 4,895.00

NOTES:

- 1. The On-Site Assessments, Evaluations and Meetings as described above shall occur on pre-scheduled, mutually agreeable dates and times.
- 2. Prior to the commencement of our work, available Drawings with any proposed improvements of the Building including a Site Plan will be provided in both hard copy and electronic media files by the Owner for our use.
- 3. Upon completion of the above scope of work, we will provide the Owner our work product consisting of Plans, Specifications and Documentation, both in hard copy and electronic media files.
- 4. If Additional Reviews, On-Site Inspections and any Design Alterations are required by Contractor Issues such as Substitutions, Failed Inspections, Project Delays, etc, we will notify the Owner of projected extra costs.
- 5. This Proposal is valid for thirty (30) days.
- 6. Terms: 50% upon Acceptance, 50% upon Completion.
- 7. Credit Card Payment will not be accepted for this Project due to the associated Processing Fees.

Approved By:

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

AGENDA ITEM REPORT



To:

Subject: Internet for the New police Department and backup for the Town
Meeting: PUBLIC NOTICE - Regular Commission Meeting - June 09, 2021
Department: IT
Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

GSA# GS-35-465-DA SIN# 132-52 CLIN# 17079 CLIN# 19004 - Lateral Construction (For Crown Castle)

FINANCIAL IMPACT:

The annual cost with a three-year agreement For Crown Castle is \$10,200.00 Per year Police Main.
The annual cost with a three-year agreement For Crown Castle is \$10,200.00 Per year Town Backup.
The annual cost with a three-year agreement For ACC/AT&T is \$ 9,864.00 Per year Police Backup.

RECOMMENDATION:

Approve the purchase of the Internet from Crown Castle and ACC.

ATTACHMENTS:

[TPP CROWN CASTLE Police Department - Service Order - 200Mbps](#)
[TPP CROWN CASTLE Police Department - IP Form - 200Mbps](#)
[TPP CROWN CASTLE - Service Order - 200Mbps](#)
[TPP CROWN CASTLE - IP Form - 200Mbps](#)
[TPP ACC/AT&T and Pembroke Park Police Station back up internet ACC Contract](#)
[NHC MSA Town of Pembroke Park MSA](#)
[NHC SA Town of Pembroke Park](#)
[Call One Agreement TownofPemParkPoliceDept back up internet](#)



Order Form

Order Type: New
SO # 2021-72888

Licensee or Customer Contact Detail

Licensee or Customer	Town of Pembroke Park Police Department		
Address & Contact	Address	3150 SW 52ND AVE	
	City, State	PEMBROKE PARK, FL 33023	
	Phone	9549664600	Fax
Billing Address & Contact	Name	Town of Pembroke Park Police Department	
	Billing Address	3150 SW 52nd Ave	
	City, State	Pembroke Park, FL 33023	
Technical Contact	Name	Mark Pakula	Primary Phone 9549664600
	E-mail	mpakula@tppl.gov	Alternate Phone 9549664600

Product Detail

Internet *	Product Type	Dedicated Internet Access			Bandwidth	200Mbps	
	Total MRC	\$850.00			Total NRC	\$0.00	
	Connector	1000T - Copper			IPv4 Block	/29 - /27	
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.						
	Install Lead Time	As soon as available					
Location A Product Details	Comments	GSA# GS-35F-465-DA SIN# 132-52 CLIN# 17079 CLIN# 19004 - Lateral Construction					
		1000T Copper					
Location A	3150 SW 52nd Ave, 1st Floor, Hollywood, FL 33023						

Order Summary

Pricing & Contract Terms	Salesperson	Michael Gil	Term (Months)	36	
	Client Service Mgr	Julio Colon			
	Order Contact	JC Jimenez	Contact Email	jcjimenez@tppl.gov	

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated August 18, 2016, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
Town of Pembroke Park Police Department		Crown Castle Fiber LLC	
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



IP Address Request Form

Customer or Licensee Information

Licensee Name:		Request Date:	
Technical Contact:		Technical Contact Email:	
Title:		Phone Number:	
Licensee Address:			
ARIN ORG ID:		ARIN Tech. Handle:	

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact		Secondary Contact	
Full Name:		Full Name:	
Phone Number:		Phone Number:	
Email Address:		Email Address:	

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. Upon termination of the Product, the assigned IP addresses must be returned to the Company. Company reserves the right to recall, without any liability to the Licensee, any public space not used in the fashion herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

IP Address Space Requested

IPv4 Addresses Requested: Company will provide a maximum of one /24 equivalent space which can be discontinuous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2017.4 Section 4.2.3.6, Company must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is not providing Licensee with routable space, only link or WAN addresses. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	*1(1 of 2 IP addresses is allocated to Company WAN Router)

IPv6 Addresses Requested: Licensee may request a /48 for each site in its network, and any sites that will be operational within twelve (12) months. A site is a discrete location that is part of a Licensee's network. A campus with multiple buildings may be considered as one or multiple sites, based on the implementation of its network infrastructure. For a campus to be considered as multiple sites, Licensee must submit reasonably detailed technical documentation to the Company describing how the network infrastructure is implemented in a manner equivalent to multiple sites.

Advertising IP Blocks not assigned by Crown Castle

Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below, doing so will help us provision your Product correctly.

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in Licensee's network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information

IPv4 - WAN IP Block Size:		The WAN IP Block is for the connection from Licensee's router to the Company router
IPv4 - LAN IP Block Size:		The LAN IP Block is for Licensee's network. IP Justification required.
IPv6 - WAN IP Block Size:		The WAN IP Block is for the connection from your router to the Company router
IPv6 - LAN IP Block Size:		The LAN IP Block is for Licensee's network. IP Justification required.
Routing Type:		Type of routing for the circuit

Based on the LAN IPv4 block selected above, please provide IP Justification for the amount of IPs that are being requested.
This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)

For Private BGP Peering, please write in Private in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information

AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

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Additional Remarks

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Licensee represents and warrants that the above information is true and correct. Licensee agrees and understands that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____



Order Form

Order Type: New
SO # 2021-72889

Licensee or Customer Contact Detail

Licensee or Customer	Town of Pembroke Park		
Address & Contact	Address	3150 SW 52nd Ave	
	City, State	PEMBROKE PARK, FL 33023-5413	
	Phone	954-362-2950	Fax (000) 000-0000
Billing Address & Contact	Name	Town of Pembroke Park	
	Billing Address	3150 SW 52nd Ave	
	City, State	Pembroke Park, FL 33023	
Technical Contact	Name	Mark Pakula	Primary Phone 9549664600
	E-mail	mpakula@tppfl.gov	Alternate Phone 9549664600

Product Detail

Internet *	Product Type	Dedicated Internet Access		Bandwidth	200Mbps	
	Total MRC	\$850.00	Total NRC	\$0.00	Service Level	IP
	Connector	1000T - Copper		IPv4 Block	/29 - /27	
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.					
	Install Lead Time	As soon as available				
Location A Product Details	Comments	GSA# GS-35F-465-DA SIN# 132-52 CLIN# 17077 CLIN# 19004 - Lateral Construction				
		1000T	Copper			
Location A	3150 SW 52nd Ave, 1st Floor, Hollywood, FL 33023					

Order Summary

Pricing & Contract Terms	Salesperson	Michael Gil	Term (Months)	36
	Client Service Mgr	Julio Colon		
	Order Contact	JC Jimenez	Contact Email	jcjimenez@tppfl.gov
		Internet	\$0.00	\$850.00
		Total	\$0.00	\$850.00
*Pricing shown does not reflect applicable taxes and fees.				

ORDER ACCEPTANCE

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Licensee or Customer		Company or Provider	
Town of Pembroke Park		Crown Castle Fiber LLC	
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



IP Address Request Form

Customer or Licensee Information

Licensee Name:		Request Date:	
Technical Contact:		Technical Contact Email:	
Title:		Phone Number:	
Licensee Address:			
ARIN ORG ID:		ARIN Tech. Handle:	

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact		Secondary Contact	
Full Name:		Full Name:	
Phone Number:		Phone Number:	
Email Address:		Email Address:	

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. Upon termination of the Product, the assigned IP addresses must be returned to the Company. Company reserves the right to recall, without any liability to the Licensee, any public space not used in the fashion herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

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Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
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/29	255.255.255.248	6
/30	255.255.255.252	*1(1 of 2 IP addresses is allocated to Company WAN Router)

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Please complete the form below, doing so will help us provision your Product correctly.

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in Licensee's network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information

IPv4 - WAN IP Block Size:		The WAN IP Block is for the connection from Licensee's router to the Company router
IPv4 - LAN IP Block Size:		The LAN IP Block is for Licensee's network. IP Justification required.
IPv6 - WAN IP Block Size:		The WAN IP Block is for the connection from your router to the Company router
IPv6 - LAN IP Block Size:		The LAN IP Block is for Licensee's network. IP Justification required.
Routing Type:		Type of routing for the circuit

Based on the LAN IPv4 block selected above, please provide IP Justification for the amount of IPs that are being requested.
This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)

For Private BGP Peering, please write in Private in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information

AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

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Additional Remarks

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Licensee represents and warrants that the above information is true and correct. Licensee agrees and understands that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____

		ACC PS160		ACC SSE OTIS 170907	
For Administrative Use Only Master Agreement #:					
AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE					
SECTION 1. ACC BUSINESS REPRESENTATION					
Channel / Retention Manager			Solution Provider Channel ID #		A0002799
Keith Lyttle			Associate Solution Provider Channel ID #		EL005172
Solution Provider Order Contact			Additional Solution Provider Order Contact		
Tina Tindall			Mohamad Kamaredine		
Solution Provider Order Contact Email Address			Additional Solution Provider Order Contact Email		
tina@tcg-partners.com			mohamad.kamaredine@loxiatech.com		
Solution Provider Order Contact Phone #			Additional Solution Provider Order Contact Phone #		
(954) 543-5253			305.428.2190		
SECTION 2. ACCOUNT INFORMATION (All fields required)					
I. Company Name			II. Billing Company Name		
Town Of Pembroke Park and Pembroke Park Police Station			Town Of Pembroke Park and Pembroke Park Police Station		
Company Street	3150 SW 52nd Ave Pembroke Park		Billing Street	3150 SW 52nd Ave Pembroke Park	
City	State	Zip Code	City	State	Zip Code
FL	33023		FL	33023	
Contact Person			Billing Contact Person		
JC Jimenez			Harry Taubefeld		
Contact Email Address			Billing Contact Email Address		
jcjimenez@tppfl.gov			htaubefeld@tppfl.gov		
Phone #			Billing Contact Phone #		
954-966-4600			(954) 966-4600		
SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION					
Demarc Company Name			Pembroke Park and Pembroke Park Pol		
On-Site Local Contact Name (LCON) (required)			Alt LCON Contact Name (required)		
JC Jimenez			Mohamad Kamaredine		
LCON Phone # (required)			Alt LCON Phone # (required)		
Town Manager			(305) 428-2190		
LCON Email Address (required)			ALT LCON Email Address (required)		
954-966-4600			mohamad.kamaredine@loxiatech.com		
LCON Mobile Phone #			ALT LCON Mobile Phone #		
Street Demarc			Telephone # of nearest neighbor/business		
3150 SW 52nd Ave			Primary Technical Customer Contact Name (required)		
Room & Floor			Mark Pakula		
Telco			Primary Technical Customer Contact Phone # (required)		
			(954) 701-4345		
City			Primary Technical Customer Contact Email Address (required)		
State			mpakula@tppfl.gov		
Zip Code					
Pembroke Park					
FL					
33023					
Active phone number at Demarc location (required)			Dedicated Analog Phone # (required for Included CPE)		
No Toll Free					
Remarks:					
Is this site a Carrier Hotel/Data Center?			If yes, who owns the Carrier Hotel/Data Center?		
NO					
Sold with SD WAN?			If Yes Rome Opp. #?		
SELECT			LSO NPA-NXX (INTERNAL USE ONLY)		
Sold with Colocation?			If Yes Rome Opp. #?		
SELECT					
SECTION 4A. ACCOUNT DETAIL INFORMATION					
New Account: YES		Existing Account: NO		Account Number:	
SECTION 4B. BILLING OPTIONS					
STANDARD BILLING (Single Account Billing)			YES		
CORPORATE BILLING [†] : \$6.50/mo. Administrative Fee [†]			NO		
plus \$3.00/mo. each service location [†]					
Billing Option:			Standard - Single Location Billing (default)		
[†] Charges marked by [†] are not stabilized for the Term, are illustrative to reflect the current Service Guide rates and will vary in accordance with the corresponding charges set forth in the Service Guide.					

SECTION 4C. ORDER TYPE						
Order Type		New				
Is this Order replacing or changing an existing ACC circuit? *						No
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on ADIMultiloc sheet)						
Existing ACC circuit IDs (required):		Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):				
SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS						
Term: 3 Years		Promo Code(s):				
Other:						
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)						
Applicable supporting documentation (printout, quote letter and ICB) must be attached						
	PORT SPEED	Monthly Port Charges and Other Charges all Multi Locations	Total Number Selected	Monthly Port Charges and Other Charges Single Location	CPE Option/Install Charge Totals for a Single Location (No Tele-Install over 100Mbps)	
Full T1	SELECT				SELECT ONE	
Fractional + Full T3	SELECT				SELECT ONE	
Ethernet	100 Mbps		1	\$604	Included CPE, Onsite Install \$1,500 (waived)	
Hi-Cap Ethernet MBC (if applicable)	SELECT					
Hi-Cap Incr Charge/mbps						
Total Port Charges Single Location:				1	\$604	Installation Charges \$1,500 Amount Waived \$1,500
LOCAL ACCESS		Monthly Circuit Charges all Multi Locations	Total Number Selected	Monthly Charge Per Circuit Single Location	Installation Charges (Renewals=\$0 Prov. Order =charges) Amount Waived	
128K-NxT1 (25 miles from PoP in the 48 states)						
128K-NxT1 (On-Net, Hawaii or 26+ miles from PoP in the 48 states)		SELECT				
Ethernet	Circuit Speed 100 Mbps	Total Service (default)	1	\$218		
Ethernet Interface		100 Base TX Electrical				
Total Local Access Charges Single Location			1	\$218	\$0	\$0
SECTION 5C. OPTIONAL SERVICES & CHARGES - SINGLE LOCATION						
IPv6/Dual Stack requested		* SELECT				
Domain Name used for service: (additional domains identified during technical interview)						
Primary. # of domains (up to 15 included per ADI port):			SELECT	(additional Primary DNS is \$100/month per 15 domains)		
Secondary. # of domains (up to 15 included per ADI port):			SELECT	(additional Secondary DNS is \$100/month per 15 domains)		
COS (Class of Service)				Monthly Charges	One-Time Install Charges (Waived)	
COS (NxT1 ports require MLPPP)			SELECT	\$0		
PNT (Private Network Transport)				Monthly Charges	One-Time Install Charges (Waived)	
PNT (NxT1 ports require MLPPP)			SELECT	\$0		
			Quantity	Monthly Charges	One-Time Install Charges	
Type?			SELECT	0	\$0	
Choke Router/Outbound Load Balancing?			SELECT	\$0		
Redundant CPE (Cold Standby)?			SELECT	\$0		
Single Location Optional Services Totals:				0	\$0	\$0
SECTION 5D. ONE-TIME MOVE CHARGES - SINGLE LOCATION						
					One-Time Move Charge	
Move Charges T1, NxT1, fractional T3, T3 & OCX.				SELECT	\$0	

SECTION 5E. TOTAL ALL CHARGES		BILLED	WAIVED
Total Single Location Monthly Port, Local Access, and Optional Service Charges:		\$822	
Total Single Location Non Recurring Port, Local Access, Optional Service, and Move Charges:		\$0	\$1,500
SECTION 5F. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD			
Portion of Monthly Service Fees Applicable to Minimum Payment Period 50%	Service Components All Service components	Minimum Payment Period Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)	
The minimum retention period is 12 months for all service components			
SECTION 6. TERMINATION			
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:			
1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or			
2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.			
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an AT&T Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.			
SECTION 7. TAX EXEMPT INFORMATION			
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.		Federal	NO
		State	NO
		County	NO
		City	NO
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE			
Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Service Period. Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at http://serviceguidenew.att.com/			
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/ausp/			
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.			
NOTE: AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS)) Notice to qualified E-rate (Schools and Libraries) or Rural Health Care (RHC) participants: By signing below, Customer certifies that it has not participated as an applicant under the E-rate or Rural Health Care (RHC) programs during the current funding year at any of its locations, it will not seek E-rate or RHC funding for the services referenced in this Pricing Schedule, and it has no present intent to participate in the future as an applicant in the E-rate or RHC programs.			
Customer		ACC Business	
Name (Printed) JC Jimenez		Name (Printed)	
Signature By (x)		Signature By (x)	
Date		Date	
Company Town Of Pembroke Park and Pembroke Park Police Station		Company ACC Business	
Title Town Manager		Title Contract Specialist	



ACC Business MA Reference No.

ACC BUSINESS MULTI-SERVICE AGREEMENT

Customer	AT&T Corp. d/b/a ACC Business
Customer Legal Name: Town Of Pembroke Park and Pembroke Park Police Station Street Address: 3150 SW 52nd Ave City: Pembroke Park State/Province: FL Zip Code: 33023 Country:	ACC Business
Customer Contact (for notices)	ACC Business Contact (for notices)
Name: JC Jimenez Title: Town Manager Street Address: 3150 SW 52nd Ave City: FL State/Province: 33023 Zip Code: Country: Telephone: 954-966-4600 Fax: Email: jcjimenez@tpfl.gov	Street Address: 400 West Avenue City: Rochester State/Province: NY Zip Code: 14611 Country: USA
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. doing business as (d/b/a) ACC Business "ACC Business" (each a "Party") is effective when signed by both Parties ("Effective Date").	

This ACC Business Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <https://www.corp.att.com/agreement/> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase ACC Business Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com> which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T or ACC Business from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer	AGREED: AT&T Corp. d/b/a ACC Business
By: (by its authorized representation)	By: (by its authorized representation)
Name: JC Jimenez (Typed or Printed Name)	Name: (Typed or Printed Name)
Title: Town Manager	Title:
Date: 6/9/2021	Date:

Services: "Service" or "Services" means all products and services (including wireless, if applicable) ACC Business provides Customer pursuant to this Agreement.

Execution by Affiliates: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate, associated contract(s). An "Affiliate" of a party is an entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term: Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse ACC Business for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by ACC Business from a third-party (i.e., not an AT&T Affiliate) due

to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. ACC Business must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment ACC Business sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T or ACC Business retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T or ACC Business as Customer's agent to sign and file a financing statement to perfect AT&T's and ACC Business' security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T or ACC Business passes through to Customer any warranties available from its suppliers, to the extent that AT&T or ACC Business is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' business. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T or ACC Business only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.



ACC Business Credit Application

ACC CR200

* Fields with an asterisk are required.

400 West Avenue, Rochester, NY 14611 (800) 588-2793		
Customer Information		
* Full Legal Company Name (including any DBA) Town Of Pembroke Park and Pembroke Park Police Station		* Phone Number 954-966-4600
* Street Address: 3150 SW 52nd Ave Pembroke Park		
* City FL	* State 33023	* Zip Code
* Full Name of Parent Company and Address/City/State/Zip (if different)		Fax Number
Street Address		
City	State	Zip Code
* Contact Name & Title JC Jimenez, Town Manager		* Industry or Business
Credit Information		
* Years in Business	* State of Incorporation	Dun & Bradstreet Number:
* Type(s) of Service ADI	* Type of Business:	
* Estimated Total Monthly Usage \$822.00 per month	☐ Corporation ☐ Partnership ☐ Federal ☐ Joint Venture ☐ Sole Proprietorship ☐ State ☐ Subchapter ☐ LLC ☐ Local	
Bank References – Optional		
Present Bank of Applicant		Account Number
Contact Name	Phone Number	Fax Number
Previous or Second Bank of Applicant		Account Number
Contact Name	Phone Number	Fax Number
AT&T Account Reference (if applicable)		
Name of AT&T Account		Address City State Zip Code
Account #	Phone Number	Fax Number
If application reflects a new address please provide your previous address.		
Street Address		
City	State	Zip Code

CUSTOMER LETTER OF AUTHORITY

Please be advised that we,

Town Of Pembroke Park and Pembroke Park Police Station
("Customer"), are interested in learning about and potentially purchasing certain products and services from
AT&T Corp. d/b/a ACC Business and its affiliates ("ACC Business"), and hereby authorize
Save & Earn Marketing dba TCG

("SP") and such other entities or persons named below ("Others Named") to act on our behalf with respect
to the matters described herein.

By this Customer Letter of Authority ("Letter"), SP and Others Named are authorized non-exclusively to operate as our
representative in dealings between us and ACC Business in connection with the marketing, sale and purchase of
telecommunications, data, and information services. This authorization includes, but is not limited to, the ability to present
pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary
network information ("CPNI"). Notwithstanding the foregoing authorization, neither SP nor Others Named is authorized to
execute any contracts on our behalf.

We understand that it is ACC Business's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law
and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of
a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the
carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of
telecommunications products and services from ACC Business, we hereby authorize ACC Business to use our CPNI, share our
CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with ACC Business. We
further grant ACC Business permission to provide SP and Others Named access to all information relating to our accounts and
to make changes to our accounts via orders for all services provided by ACC Business. We acknowledge and agree that any
unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against ACC
Business. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and
Others Named, ACC Business may initiate a credit check and/or access our existing credit information on file with ACC Business.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under
this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For
all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law
governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any
applicable best evidence rule or otherwise. This Letter will become effective on:

6/9/2021

and will remain valid for a period of three (3) years unless revoked in writing by Customer, SP, and Others Named or ACC
Business. Written revocation notices must specify the SPs and Others Named name and be received by ACC Business,
Attn: Customer Care, 400 West Avenue, Rochester, NY 14611-2538

CUSTOMER: Police Station

SIGNATURE:

PRINTED

NAME: JC Jimenez

TITLE: Town Manager

ADDRESS: 3150 SW 52nd Ave

ADDRESS: Pembroke Park

(SUITE):

CITY: FL

STATE: 33023

ZIP:

EMAIL ADDRESS: jcjimenez@tppl.gov

PHONE

NUMBER: 954-966-4600

SOLUTION PROVIDER COMPANY: TCG

SOLUTION

PROVIDER

SALES REP: Tina Tindall

STREET/CITY/

STATE/ZIP: 602 E. McNab Rd , Pompano Beach, FL 33060

EMAIL

ADDRESS/

PHONE

NUMBER: tina@tcg-partners.com / 954-543-5253

SOLUTION PROVIDER ID (SPID): A0002799

OTHERS NAMED/SUB-AGENT

COMPANY NAME:

REP NAME: Mohamad Kamaredine

STREET/CITY/

STATE/ZIP:

EMAIL

ADDRESS/

PHONE

NUMBER: mohamad.kamaredine@loxiotech.com 305-428-2190

SUB AGENT SP ID: EL005172



MASTER SERVICE AGREEMENT

NHC Sales: Chris Fuhry

Date: 6/7/2021

Partner: TCG

Sub Agent:

Company and Billing Information

Corporate Name:	Town Of Pembroke Park	Main Contact Name:	Mark Pakula
Business Name (DBA):	Pembroke Park Police Department	Phone:	954-701-4345
Street Address:	3150 SW 52nd Ave	Email:	mpakula@tppfl.gov
City:	Pembroke	Billing Contact Name:	Harry Taubefeld
State:	FL	Phone:	954.966.4600
ZIP:	33023	Email:	htaubefeld@tppfl.gov

Credit Information

Federal Tax ID or SSN:

Tax Exempt: If yes, check appropriate boxes: (exemption certificates must be attached or taxes will be billed)

Federal

State

Local

D&B Number:

This Master Service Agreement ("MSA") is entered into between New Horizon Communications ("NHC") and Corporate Name Company referenced above, further referred to as "Customer". As defined herein, the term "Agreement" refers to this MSA, NHC's standard terms and conditions referred to as the Terms of Service (TOS) available at <https://nhcgrp.com/terms-of-service>, all relevant Service Order Addendum(s) ("SOA"), all attachments to this MSA (such as Addendum to Contract) and all documents incorporated by reference (collectively referred to as the "Incorporated Agreements"). By signing this MSA, Customer acknowledges it has read and agrees to the MSA and the Incorporated Agreements.

1. Term: The Agreement is fully binding and enforceable as of the date the SOA is/are signed by both parties (the "Effective Date(s)") and the terms and conditions set forth in this MSA and the Standard Terms and Conditions as defined in the TOS will remain in effect for as long as NHC provides Services to Customer ("Term") pursuant to any SOA. The terms and conditions set forth in the attachments to this MSA will remain in effect for as long as NHC provides the applicable Services described in the attachment; provided that the pricing and discounts set forth in an attachment may be subject to an expiration date as stated in the attachment and applicable documents.

2. Additional Provisions

To become effective, this Agreement must be: (1) signed by an authorized Customer representative; (2) signed by an authorized NHC representative; and (3) Customer must enter into a SOA. This Agreement is effective in all electronic or physical forms, which all will be considered original and all constitute the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Amendment or Modification: This MSA, together with the Incorporated Agreements, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If there is any conflict between the rates, terms and conditions set forth in an SOA and those in the applicable tariff or price list or the TOS posted on NHC's website (<https://nhcgrp.com/terms-of-service>), the terms and conditions of the applicable filed tariff shall have first precedence, any negotiated and jointly approved supplementals to the contract (known as Addendum to Contract) shall have second precedence, conditions set forth in the TOS shall have third precedence, and standard conditions set forth in the MSA or SOA shall have fourth precedence. Unless expressly provided for otherwise in writing, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Authorized Representative: By signing the Agreement, you acknowledge you have the authority to enter into the Agreement on the Customer's behalf.

Agreed to on behalf of Customer by:

Name: _____

Title: _____

Authorized Signature

Date: _____

Agreed to on behalf of NHC by:

Name: _____

Title: _____

Authorized Signature

Date: _____

Authorizations

Do not release any of my company information (including my customer service record) to requesting carriers or third-party vendors without prior notification and/or my consent. (initials)

I hereby authorize my Agent access to view my New Horizon Communications invoice. (initials)



SERVICE PROPOSAL

CUSTOMER NAME: TOWN OF PEMBROKE PARK

NHC SALES: Jason Swann

PARTNER: TCG

SUB AGENT: TCG (Agent Admin)

QUOTE NUMBER	DATE PREPARED	EXPIRES ON	
8515573663	06/07/2021	9/5/2021	
DESCRIPTION	SERVICE ADDRESS	MRC	NRC
Internet 100M Ethernet FastE	3150 SW 52ND AVE, HOLLYWOOD, FL 33023	\$823.00	\$0.00
<i>* Please see the following page for quote details</i>			
<i>Order Total</i>		\$823.00	\$0.00
<i>NHC Document: SOA - Service Order Addendum - v1</i>			



LOCATION SERVICE QUOTE 1

QUOTE ID# 8515573663

PREPARED FOR: TOWN OF PEMBROKE PARK

SERVICE ADDRESS: 3150 SW 52ND AVE, HOLLYWOOD, FL 33023

MONTH TERM 36

TOTAL MRC \$823.00

TOTAL NRC \$0.00

MRC

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
NETWORK SERVICES - 1				
[IPCT2M]	IP Circuit-100M FastE	\$699.00	1	\$699.00
[IPADRES2M]	Static IP -5	\$0.00	1	\$0.00
[IPCAC2M]	IP Coordinated Access Charge	\$124.00	1	\$124.00
SUBTOTAL:				\$823.00

TOTAL MONTHLY RECURRING CHARGES: \$823.00

NRC

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
[DATASU2M]	IP Circuit Installation	\$0.00	1	\$0.00
SUBTOTAL:				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Please note...

- Network Access - installation is not guaranteed until site survey complete
- NHC Account Fees: OSS Recovery Fee - \$8.99 & Paper Bill - \$6 (Assigned to Corporate Account)
- NHC Surcharges: Maintenance & Repair Program and Interstate Carrier Cost Recovery per Terms of Service
- State & Federal Taxes and Surcharges not Included

www.nhcgrp.com - sales@nhcgrp.com - 855-600-4NHC

NHC Document: SOA - Service Order Addendum - v1



SERVICE ORDER ADDENDUM

QUOTE ID# 8515573663

CUSTOMER NAME: TOWN OF PEMBROKE PARK

TERMS AND CONDITIONS

1) This Service Order Addendum is valid for 60 days. It does not include (if applicable) any additional equipment, cabling or pre-installation work, added features, peripherals (ie: cables, modules, mounting hardware) shipping, optional features or services that may have been added at the customer's request prior to installation and billing. Additionally, during the migration process or after NHC has assumed billing, it is discovered the lines have additional features and/or are of another class of service (for example Centrex lines, Metro Lines, Remote Call Forward, Resale Trunk Lines, etc) will be priced at NHC posted or tariffed rates. Migrating existing service to NHC, customer understands and accepts that additional feature charges will apply if after migration additional feature charges are found to be associated with the migrated service.

2) The pricing above does not include taxes, fees and surcharges that are imposed or permitted by a government agency under a rule or regulation. In many cases, they are designed to support a specific program (e.g. universal service fund, 911, deaf relay services, etc.) Other fees and surcharges cover our costs associated with providing certain aspects of our service such as maintenance and repair charges that are imposed on us by our underlying carrier, network components and long distance access. These fees and surcharges are set forth on our website at www.NHCTermsOfService.com. The first invoice will be inclusive of pro-rated charges, which will be applied as one month in advance for voice, hardware, and security services as well as two months in advance for data and internet services.

3) An address must be supplied and validated by RBOC/ILEC database. NHC is not responsible for an unvalidated address that doesn't match the location resulting in an inaccurate quote.

4) Distance, Location Site Survey & Buildouts/Cabling: Pricing and install intervals are based on the requested building location and available facilities. Additional costs for build-out and/or cabling may apply with some requested services (for example Broadband, GPON, and Ethernet type services).

5) Domestic (US) Unlimited Rate Usage Plans are designed for typical day to day business voice use only. NHC reserves the right to cap, change or terminate the customer's unlimited rate plan if it is determined that the customer is using the unlimited rate plan excessively. newVoice Domestic (Non-Toll Free) inbound usage caps are as follows: Inbound usage is capped at 25,000 minutes per PRI and 2,500 minutes per Hosted Seat, SIP Trunk, and Business Line. Inbound calls exceeding those levels will be billed at \$0.015 cents per minute. NHC in its sole discretion reserves the right to ensure that services are used by the customer for normal day to day business use. Instances of abuse would include but are not limited to: call centers, voice/fax dialers, telecom carrier applications, etc. NHC in its sole discretion reserves the right to ensure that services are used by the customer for normal day to day business use.

6) Confidential and Proprietary: This Service Order Addendum is provided to the Company listed above and may not be disclosed or forwarded to any other party without the express written consent of New Horizon Communications Corp.

7) Terms of Service: By signing this Service Order Addendum, the parties agree to incorporate this Service Order Addendum and the Master Service Agreement with which it is associated to the Terms of Service that are set forth on NHC's website at www.NHCTermsOfService.com. In the event of conflict between the Terms of Service and either the Master Service Agreement or this Service Order Addendum, the Terms of Service shall control.

CUSTOMER AUTHORIZATION

The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. New Horizon shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between New Horizon and the Company. Installation shall mean the date when NHC tests and turns up your service and we notify you that your service is ready for use.

Agreed to on behalf of Customer by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

NHC Document: SOA - Service Order Addendum - v1

Agreed to on behalf of NHC by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE _____ DATE: _____



Credit Check Form

Business Name: _____

Service Address: _____

Business Phone Number: _____

Contact Name: _____

Contact Number: _____

Required Information for Credit Check

Federal Tax ID (please include W9 form): _____

Corporate Name* (name registered with the Secretary of State): _____

Corporate Address* (where registered with the Secretary of State): _____

Credit Reference Request Form

To assist us in making our credit decision, please provide us with two credit references:

Vendor Name: _____

Email address: _____

Phone number: _____

Contact Name: _____

Vendor Name: _____

Email address: _____

Phone number: _____

Contact Name: _____

Applicant Information Release:

By signing below, I authorize Call One to run my credit. I authorize the above listed references, in good faith to release / disclose my credit history to Call One.

Name: _____

Signature: _____

Title: _____

Date: _____



Service Order Agreement

This Service Order Agreement ("Service Order") authorizes Call One Inc., ("Call One") to provide the products and services to the customer identified immediately below ("Customer"). By approving this Service Order, Customer acknowledges and agrees to all terms and conditions in the Master Service Agreement (MSA) between Call One and Customer, the Service Guide (available at <https://www.callone.com/regulatory-information/>), Service Level Agreements (SLAs - available at <https://www.callone.com/resources/>), and Acceptable Use Policy (AUP - available at <https://www.callone.com/regulatory-information/>).

Customer Information

Town Of Pembroke Park
Company Name : Pembroke Park Police Department
Street Address : 3150 SW 52ND AVE
Suite Number : _____
City, State : PEMBROKE PARK, FL,
Zip Code : 33023

Contact Name : Mark Pakula
Contact Phone : 954-701-4345
Contact E-Mail : mpakula@tppl.gov

Contract Term (years) : 3

Sales Executive Information

Sales Executive : Allison Davis
Phone : 305-588-5633
E-Mail : adavis@callone.com

Billing Contact Information

Billing Contact Name : Harry Taubefeld
Billing Address : 3150 SW 52ND AVE
Billing Suite Number : _____
Billing City, State, Zip : PEMBROKE PARK, FL, 33023
Billing Contact Phone : 954.966.4600
Billing Contact E-Mail : htaubefeld@tppl.gov

3150 SW 52ND AVE, PEMBROKE PARK, FL 33023

Broadband Services		QTY	Unit Price		Monthly
5 Useable Host IPs		1	\$20.00		\$20.00
Dedicated Internet - 100M		1	\$802.00		\$802.00
Managed Equipment		QTY	Unit Price		Monthly
Cisco 2901		1	\$45.00		\$45.00
Installation Services		QTY	Unit Price	Amount Waived	One-Time
Dedicated Internet - 100M		1	\$0.00	\$0.00	\$0.00
Site Total		Monthly	\$867.00	One-Time	\$0.00
Order Totals		Monthly	\$867.00	One-Time	\$0.00

By signing below, Customer acknowledges that it understands and accepts the quantities, products, services, and rates set forth in this Service Order and that the signatory represents that he/she is duly authorized to execute this Service Order on behalf of Customer.

_____	_____
Authorized Customer Signature	Date
_____	_____
Print Name	Title

_____	_____
CallOne Authorized Signature	
_____	_____
Print Name	Date

MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is between Call One Inc., ("We" or "Call One") and your company Town Of Pembroke Park. Pembroke Park Police Department ("You" or "Customer"), for the provision of telecommunications services ("Services") from Call One to You. This MSA provides the terms and conditions under which those Services are provided to You.

In addition to this MSA, other terms and conditions apply to Call One's provision of Services to You. Those other terms and conditions include:

- Call One's applicable tariffs and Service Guide, located at <https://www.callone.com/regulatory-information/> which provide additional details about the provision of the Services.
- Call One's Service Level Agreements ("SLAs"), located at <https://www.callone.com/resources/> which describe the applicable quality and performance standards for the Services.
- Call One's Acceptable Use Policy ("AUP"), located at <https://www.callone.com/regulatory-information/>, under which You agree to use the Services in compliance with applicable laws, regulations, and standards.
- Any terms and conditions contained in a Service Order (described below).

By signing this MSA, You also agree to these other terms and conditions.

Together, the MSA, the Service Guide, the SLAs, the AUP, and the Service Order Agreement collectively contain the terms and conditions that apply between Call One and You, and are the agreement under which Call One provides the Services to You. Call One reserves the right to modify the Service Guide, SLAs and AUP at any time. We will give you at least thirty (30) days' notice of any such modifications to Your email address on record. (Please provide us with an updated e-mail address should your e-mail change during the term of this MSA.) If there is a conflict between or among the MSA, the Service Guide, the SLAs, and the Service Order, the terms of the MSA take priority over the Service Guide and the Service Order; also, the MSA, the Service Guide and the Service Order take priority over the SLAs.

1. THE SERVICES

- a. You will order Services on Call One's Service Order Agreement for each Service. Call One will review the Service Order and confirm whether it is able and willing to provide the Services to You. If Call One is able and willing to provide a Service to You, it will confirm the Service Order in writing.
- b. All Services are subject to availability as well as operational and systems limitations. Call One will either provide the Services using its own facilities and/or those of third-party service providers.
- c. Call One will deliver the Services to Your building or campus public network point of presence or point of demarcation. You are responsible for any extensions to the point of presence or point of demarcation. Call One is not responsible for the quality of transmission or signaling on the Your side of the network interface between You and Call One.
- d. You are also responsible for ensuring compatibility of the Services with Your equipment and services not provided by Call One. This includes, but is not limited to, ensuring that You have taken the appropriate security measures related to any equipment or services not provided by Call One.

- e. Call One will notify you when a Service You have ordered is available. This date will be the Start of Service Date. You may test the Service to determine whether the Service is operating in accordance with the Service Guide(s) or SLA(s) applicable to that Service. You are required to provide Call One notice of any non-compliance, providing specific details of the non-compliance and the specific technical specification with which the Service does not comply, within two (2) business days of the date that Call One notifies You that the Service is available. If You do not provide this notice within that timeframe, You will be deemed to have accepted the Service.
- f. You may request moves, adds or changes ("MACs") to certain Services. Call One will inform you if it accepts the request and inform you of the charges for such MACs.
- g. You may request a change to an accepted Service Order. However, Call One is not obligated to accept such a change. If Call One agrees to the change to an accepted Order, Call One will inform you of any charges or changes to terms and conditions resulting from the requested change. You agree to pay those charges and to those changes in terms and conditions.

2. Term

- a. The Term of this MSA begins on the date that You and Call One sign this MSA below, whichever is later, and continues for a period of three (3) years from that date. Upon the expiration of the initial Term, or any renewal Term, this MSA will automatically renew for one-year at the then applicable rates, unless Call One or You inform the other party, in writing, not less than thirty (30) days prior to the end of the initial Term or any renewal Term.
- b. The term for each Service ("Service Term") shall be stated in the applicable Service Order Agreement. Each Service Term shall begin on the date that the Service is made available to You for use and You have accepted the Service, as provided in this MSA. Unless You or Call One inform the other party, in writing, not less than thirty (30) days prior to the end of the Initial Term or any renewal Term, the Service Term will automatically renew for one-year at the then applicable rates.
- c. If the Service Term for any Service extends beyond the current Term of this MSA, the Term of this MSA will automatically extend to the latest Term for that Service.

3. BILLING/TAXES and ADDITIONAL FEES

- a. You agree to pay, in full, all the applicable charges for the Services You order, including any charges for MACs. The charges do not include taxes, surcharges or fees, which are additional, and subject to change from time to time.
- b. If any federal, state or local taxes, fees, surcharges or other charges ("Additional Charges") are required or permitted by governmental or regulatory authorities as a result of Call One's provision of, our You use of, the Services, You agree to pay such Additional Charges and indemnify Call One from any liability or expense associated with those Additional Charges.
- c. To the extent not prohibited by applicable law or regulation, and in the event of a charge to any law, rule or other regulatory activity ("Regulatory Activity") that affects one or more of the Services, Call One may at any time, upon written notice, include as Additional Charges amounts to reflect the impact of such Regulatory Activity.
- d. Charges for each Service begin from the Start of Service Date or acceptance of the Services, whichever happens first. Charges will be billed monthly. Recurring monthly charges will be billed one-month in advance; non-recurring charges will be billed in arrears.

- e. All Services are subject to credit approval. We may require a deposit before providing Services to You. In addition, at any time there is a material and adverse change in Your financial condition, as We determine, in our sole reasonable discretion, We may require You to provide a deposit or an additional deposit to provide adequate assurance of your ability to perform under this MSA. Deposits are held as a guarantee of payment and is not a credit against any billed charges. If You breach this MSA, including by failing to pay charges when they are due, the deposit will become the property of Call One.
- f. If You file for bankruptcy or similar protection, You agree that You will consent (and not object) to any motion Call One files under the bankruptcy laws, including but not limited to under Section 362 of the Bankruptcy Code, seeking to apply the deposit to any outstanding claim and that You will not seek recovery of the deposit for any reason. You also agree that if You file for bankruptcy or similar protection, that Call One is a utility as that term is used in Section 366 of the Bankruptcy Code and You consent to the protections available under bankruptcy law to such entities.
- g. Call One will send You billing statements electronically. Should You choose to have a paper bill mailed to You, there is a \$10 per month charge, which may increase at Call One's discretion from time to time.
- h. Charges are due and payable in good, unrestricted and immediately available funds, in United States Dollars, within thirty (30) days of date Call One bills You. You will make payment at the place and in the manner specified on the billing statement.
- i. If You don't pay Your bill when due, Call One, in addition to any other remedies available to it, may do any or all of the following: (i) impose a late payment charge ("Late Fee"), which will be the lesser of one and one-half percent (1 ½%) per month or the highest rate legally permissible per month, on any past-due balance; (ii) place orders on hold and/or suspend one or more Services; (iii) request a deposit, and (iv) require an immediate wire transfer of any past due amount. You agree to reimburse Call One for reasonable attorney's fees and any other collection costs, including collection agency fees, if You do not pay Your bill when due or Your payment is not honored by Your financial institution.

4. BILLING DISPUTES

- a. Other than disputes related to Service Outages, You may dispute a charge only if You believe, in good faith, that an amount has been included in your billing statement that is not owed under the terms of this MSA or a Service Order. Disputes related to Service Outages will be governed by the Service Guide.
- b. All such billing disputes must be submitted to Call One in writing within sixty (60) days of the date of the billing statement in which the charge first appeared. If You do not dispute a charge within that timeframe, the dispute will be deemed waived.
- c. If You dispute a charge, You agree to: (i) pay all undisputed charges in full when due; (ii) provide, by the due date, a written statement with reasonable detail and documentation supporting the disputed charges, and (iii) negotiate in good faith to resolve any billing disputes within thirty (30) days of the date the dispute was submitted.
- d. If We resolve the disputed charges in Your favor, We will credit the disputed charges on the following month's bill and remove any Late Fees related to the disputed charges. If the disputed charges are resolved in Call One's favor, You agree to pay the disputed charges and applicable Late Fees, within five (5) business days after Call One's written notice to You.

5. TERMINATION

- a. Termination Before Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) before the Start of Service Date, You agree to pay Call One all charges Call One incurs or will incur from underlying service providers, as well as costs Call One has incurred to provide the Service or Services.
- b. Termination After Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) after the Start of Service Date, You agree to pay Call One an Early Termination Charge ("ETC"). The ETC includes: (1) all recurring and non-recurring charges for the terminated Service or Services through the end of the Service Term, plus (2) any waived or discounted recurring on non-recurring charges You received. Because the exact amount of Call One's damages if You terminate a Service early are impossible to determine, You and Call One agree that the ETC is a reasonable, liquidated amount for such termination, and not a penalty.
- c. Special Construction - If an order for any access service is determined to require special construction by the underlying access vendor, Call One will provide Customer the cost for the special construction and the option to agree to pay the cost. If Customer declines to pay for the special construction the order will be cancelled at no cost to Customer.
- d. Termination by Call One: Call One may terminate this MSA and any Service Orders if:
 - i. You fail to perform a non-monetary obligation under this MSA or a Service Order that is able to be corrected and You don't correct it within thirty (30) days after Call One notifies You of the breach of that obligation. If the non-monetary obligation is a violation of law or the Acceptable Use Policy, Call One may terminate this MSA immediately.
 - ii. You fail to meet a payment obligation (including making a required deposit), and You do not fully pay all such amounts within five (5) business days after notice from Call One.
 - iii. You become insolvent or become the subject of an insolvency proceeding. Insolvent or insolvency means becoming bankrupt or insolvent or liquidating Your assets, or commencing (or having commenced against You) a proceeding for bankruptcy, inability to pay your debts in the ordinary course, or liquidation of Your assets. If You become insolvent or file for insolvency, Call One may, at its option, terminate this MSA and all underlying Services, and/or require a deposit, advanced payment or other satisfactory assurances of performance, as well as other rights Call One has available to it. You agree that, for all purposes, including applicable provisions of the U.S. Bankruptcy Code, this MSA and Service Order Agreements constitute a single integrated agreement and that Your and Call One's obligations under this MSA and Service Orders are interrelated. If Call One terminates this MSA for any of the reasons above, You agree to pay all applicable ETCs, as described in Section 5.b. above.
- e. Upon Termination of this MSA or any of the Services provided under this MSA, You agree to pay all applicable charges incurred up to the date of termination, in addition to any applicable ETCs for early termination under Sections 5.b or 5.c.

6. INDEMNITY

- a. Mutual Indemnity. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any type, known or unknown, of any third party including, without limitation, all reasonable costs and expenses, and attorneys fees ("Claim") of any nature to the extent that such Claim arises out of the Indemnifying Party's negligence or willful misconduct, or that of its employees, agents or contracts, as it relates, directly or indirectly, to this MSA or the obligations of the Indemnifying Party under this MSA.

- b. Your Additional Indemnity. You will defend, release, indemnify and hold harmless Call One from an against any Claim (a) by any user of the Services Call One provides You, including but not limited to Your customer, or employees, and (b) relating to the content that is transmitted by or contained in the Services, or any violation of law or regulation related to Your or third parties' use of the Services, including but not limited to, Claims relating to copyright law, export control laws, libel, slander, or invasion of privacy.
- c. Call One's and Your Indemnification obligations survive expiration or termination of this MSA.

7. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES SHALL YOU, CALL ONE OR ANY OF OUR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS BE LIABLE TO THE OTHER AND/OR THEIR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR LOSS OF BUSINESS (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THESE CIRCUMSTANCES SPECIFICALLY INCLUDE: (A) CUSTOMER'S OR ANY THIRD-PARTY USERS' RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE; AND (B) COMPUTER FAILURE, WORK STOPPAGE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE.
- b. OTHER THAN CLAIMS ARISING FROM 1) A PARTY'S PAYMENT OBLIGATIONS, INCLUDING EARLY TERMINATION CHARGES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER PARTY EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY THE CUSTOMER DURING THE SIXTY (60) DAY PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CLAIM. IN NO EVENT SHALL EITHER PARTY ASSERT ANY CAUSE OF ACTION AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.
- c. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THE MSA AND THAT CALL ONE WOULD NOT HAVE ENTERED INTO THE MSA BUT FOR CUSTOMER'S MSA TO LIMIT CALL ONE'S LIABILITY AS PROVIDED FOR IN THIS SECTION.

8. DISCLAIMER OF WARRANTY

- a. EXCEPT AS EXPRESSLY PROVIDED BY THE APPLICABLE SLA, CALL ONE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR DOES CALL ONE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL DATA.
- b. CALL ONE DOES NOT MAKE, AND DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PURCHASED OR PROVIDED THROUGH OR BY CALL ONE.

9. COMPLIANCE WITH LAW

Your use of the Services and Call One's provision of the Services shall comply with all applicable laws, regulations, and rules. You agree to obtain, and maintain, all approvals, consents and authorizations necessary to conduct Your business and initiate or conduct any transmissions over any facilities covered by this MSA. Call One agrees to obtain and maintain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this MSA and the Service Orders.

10. FORCE MAJEURE

If the performance of the Your or Call One's respective obligations under this MSA shall be prevented or interfered with by reason of a Force Majeure (other than Customer's payment obligations for delivered Services), then that party shall not be liable to the other for its failure to perform such obligations and such failure shall not constitute a breach of this MSA. "Force Majeure" as used herein shall mean acts of God, strike or other labor dispute, cable cut, riot or civil disturbance, war or armed conflict, failure of common carrier or "carrier's carrier," interruption of power, municipal ordinance including any state or federal law, governmental order or regulation or order of any court of competent jurisdiction, or any other similar thing or occurrence not within the control of the party claiming excuse. Changes in economic, business or competitive conditions are not Force Majeure.

11. NON-DISCLOSURE

- a. If Call One and You have executed a Nondisclosure Agreement, or similar agreement, the parties agree that the terms of that agreement shall apply and remain in full effect throughout the term of this MSA. If no such agreement is in effect, Call One and You agree to maintain in strict confidence all technology, research and development, business affairs, pricing, trade secrets, and other proprietary information of the other party disclosed under this MSA. No obligation of confidentiality shall apply to disclosed information that is in the public domain (through no violation of this Section by the recipient) that the recipient: (i) already possesses at the time of disclosure without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this Section shall survive expiration or termination of this MSA for three (3) years after expiration or termination of this MSA.
- b. If the recipient is required by law, rule, regulation or court order to disclose any confidential information, the recipient will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate body. The recipient agrees to cooperate with the disclosing party in seeking such order or other remedy. The recipient further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.
- c. Neither party shall use the other's name in publicity or press releases without obtaining the other's prior written approval.

12. ASSIGNMENT

Neither this MSA nor any of Your rights and/or obligations under this MSA shall be assigned, and/or delegated, and/or transferred to another party by You without the express written consent of Call One (which shall not be unreasonably withheld, delayed or conditioned). Call One may assign and/or delegate this MSA to any of its related companies or any third-party purchaser.

13. NON-WAIVER; AMENDMENT

Except as otherwise specifically provided herein, the failure of a party to enforce any right under this MSA at any time shall not constitute a continuing waiver of any such right with respect to the remaining term of this MSA, or the waiver of any other right under this MSA. No modification of this MSA or any Service Order Agreement shall be binding upon the parties unless the modification is made in writing and signed by an authorized representative of the party against which enforcement is sought.

14. NOTICE

Except as otherwise specifically provided herein, any notices required or permitted to be given under this MSA shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt; or (d) by electronic mail to Customer at Customer's designated technical and/or billing contact, or to Call One at notices@callone.com. It is solely Customer's responsibility to notify Call One of any changes to Customer's email address for such notice. Notice provided by personal delivery, certified mail, or commercial overnight courier is to be delivered to the addresses listed for each party in the signature area of this MSA, or to any such other address as either party may from time to time specify in writing to the other party. Notice shall be effective upon delivery (or refusal to accept delivery).

15. JURISDICTION, FORUM, GOVERNING LAW, AND JURY WAIVER

The MSA is made in Chicago, Cook County, Illinois. The MSA shall be interpreted and construed according to the laws of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal and state courts located in Cook County, Illinois shall be the only courts with jurisdiction to hear disputes under this MSA, and Customer consents to the jurisdiction of the federal and state courts located in Cook County, Illinois to hear such disputes. Call One and You each waive trial by jury in any civil actions or proceedings that are brought by either of the parties under this MSA.

16. CUSTOMER CONSENT TO USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Call One acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes information about the telecommunications Services purchased by You from Call One, account activity (for example, telephone numbers) and incurred charges. Call One may also share Customer information with its affiliates, agents and partners to offer any or all Services that Call One provides now or in the future. Call One Requires Your consent for it and its affiliates, agents, and partners to use this information to offer the services and products described above. By signing this MSA and taking no further action, You give Call One Your consent to use and disclose Your CPNI as described above. You may refuse CPNI consent by signing this MSA and then notifying Call One in writing of your decision to withhold consent.

17. ATTORNEY'S FEES

The parties agree that if either party to this MSA brings any civil action related in any manner to this MSA, the prevailing party in any such civil action shall recover all of its reasonable attorneys' fees and litigation expenses incurred from the non-prevailing party.

18. SEVERABILITY

If any provision of this MSA is held to be invalid or unenforceable, the remainder of this MSA will remain in full force and effect, and such invalid or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

19. SURVIVAL

Those Sections of this MSA that by their nature should survive the termination or expiration of this MSA, will survive the termination or expiration of this MSA.

20. ENTIRE MSA

We each agree that this MSA and any Service Orders are the terms of our agreement with regard to the Service(s). We each agree that anything not reflected in this MSA and any Service Order(s) shall not affect the terms or interpretations of this MSA and any Service Order(s).

21. COUNTERPARTS; FACSIMILE SIGNATURE

The MSA may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. The MSA may be executed by facsimile or digital signature, and any such facsimile or digital signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or signature were an original signature.

22. NO THIRD-PARTY BENEFICIARIES

The MSA's benefits do not extend to any third party.

f Pembroke Park. Pembroke Park Police Depa

Company Name

Call One, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Customer Contact Authority



"I the undersigned grant permission to Call One to provide information to the following individual(s) for the purpose of servicing my telecommunications account including the review of network, service and billing records. View access provides reading ability to this information. Change/Admin access provides the ability to ask questions or open tickets on our behalf. Admin access also includes negotiation of service changes and resolution of network and billing issues that may arise on my account. Billing access will receive invoices if electronic delivery and be the main point of contact for billing. Authorized account contacts are identified below along with their respective authority level for each organizational area within my company or, with external support to my company."

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COMPANY INFORMATION	
Company Name:	
Account Number:	
Date:	
Print Name:	
Title:	
Signature:	

ROLES: PERMISSIONS	PERMISSION DESCRIPTIONS	NOTIFICATION TYPES
Primary: View/Change/Admin/Billing	View: Read-only access to account details via the customer portal or phone support, except for billing details	Primary: All notifications of all types
Implementation: View	Change: Edit or update account details or tickets/inquiries on the account, except for billing details	Implementation: Implementation and activation notifications
Technical: View/Change	Admin: Signing rights on the account, ability to add/change/remove services on the account	Technical: Outage, maintenance, and upgrade notifications
Billing: View/Change/Billing	Billing: Access to view billing details, contract information, bills, and payments in the system, as well as make online payments	Billing: Bill, rate changes and past-due notice notifications
Other: No Access	Notification: All roles include notifications matching their role; other may include any notification type	

Local Contact Information						
Role	First Name	Last Name	Phone	Mobile	Email	Notification Type
Primary (REQUIRED)						Primary
Implementation (REQUIRED)						Implementation
Technical (REQUIRED)						Technical
Billing (REQUIRED)						Billing

PREPARING FOR YOUR INSTALLATION

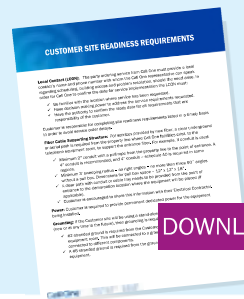
Below is a quick summary of you and your technical resources role in the installation process Please reference the service guide for more information.
Call One Professional Installation Services are available for additional cost.

YOU

- ☐ Work with your Sales Professional to complete all required paperwork
- ☐ Provide an installation contact (if different from yourself to work with your assigned Project Manager
- ☐ Respond to your Project Manager in a timely manner for important details and scheduling
- ☐ Provide Technical Resource, Primary Contacts and Billing Contact
- ☐ Participate on Welcome and Kick off calls and provide necessary Information to fulfill your order
- ☐ Provide access to your location for circuit delivery
- ☐ Ensure that your location meets technical specifications for circuit delivery including type of circuit handoff
- ☐ Accept Equipment Delivery (If Call One UC or Managed Services) and Have Equipment Available during Test and Turn Up Appointment
- ☐ Keep scheduled appointment dates and ensure Technical Resources are on site

YOUR TECHNICAL RESOURCE

- ☐ Work with Call One Engineers and Technicians to validate Technical Requirements including Handoff for Fiber
- ☐ Work with Call One to complete Site Requirements, including demark extension
- ☐ Install Call One Equipment (unless you purchased Professional Installation Service)
- ☐ Install and program your equipment, if not Call One provided
- ☐ Work with Call One Service Activations Technician to activate to activate Call One services
- ☐ Confirm all services are working



CUSTOMER ACKNOWLEDGEMENT

Initials _____ Date _____

AGENDA ITEM REPORT



To: Town Commission
Subject: Prioritization of Surtax Projects
Meeting: 06 09 2021 DRAFT REGULAR COMMISSION MEETING - Jun 09 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

The Town of Pembroke Park has three active projects on the FY2020 Municipal Surtax Capital Projects Priorities list. Effective this year, the "Surtax" program is known as the Broward County Mobility Advancement Program (MAP).

The Town's projects are as follows:

PPRK-008: County Line Road Storm Water Connection

Storm water improvements include the construction of storm water piping between SW 52 Avenue and SW 56 Avenue. This project will convey storm water west to discharge in the Broward County storm water system.

Phase: Design
Funding Awarded: \$90,000
Construction Anticipated Funding: After 2025

PPRK-009 52 Avenue Complete Streets

1.5 miles of Complete Street improvements to include bike lanes, improved sidewalks with complete connectivity, adjustment to drainage system, roadway resurfacing, streetlights, pavement markings and landscaping.

Phase: Design
Funding Awarded: \$144,000
Construction Anticipated Funding: After 2025

PPRK-010 Bike Lane and sidewalk improvements

Complete the missing sidewalk and bike paths along SW 52 Avenue, SW 48 Avenue, SW 40 Avenue, Park Road and County Line Road.

Phase: Design
Funding Awarded: \$30,000
Construction Anticipated Funding: \$220,000

The Town Planner has completed the first task of requesting a small business “goal” requirement from the Broward County Office of Economic and Small Business Development (OESBD). OESBD has determined that the projects do not require a small business participation. The next steps are to draft the solicitation documents for review by Broward County and approval by the Town Commission.

Staff is seeking direction from the Town Commission on the prioritization of the projects in order to return to the Commission in August/September with a solicitation document for review by the Town Commission.

FINANCIAL IMPACT:

The Town will be responsible for any budget gaps during the design phase.

RECOMMENDATION:

Provide Staff with direction on project prioritization.

ATTACHMENTS:

[Surtax PembrokeParkList_REV](#)

FISCAL YEAR
2020 | **MUNICIPAL SURTAX**
CAPITAL PROJECTS PRIORITIES



Legend:

Project Ranking - #1-110 represent MPO Surtax Services recommendations for fiscal year 2020 and consider construction readiness and utilized “rounds” to ensure equity among municipalities. Project #111-510 have not been evaluated for funding readiness and require additional evaluation and analysis. They also include city requested “holds” and “swaps.”

Municipality – requesting / sponsor municipality.

Project Number -a unique project identifier. Projects with numbers that include “.x” reflect multi-part projects.

Project Name - provided by municipality.

Work Mix - primary type of work.

Phase - Municipality identified first phase of work (Planning, Design, Right-of-way, or Construction) required.

Fiscal Year 2020 Recommendation - indicates recommend year and phase of work being recommended. Projects identified as Rank, Swap or Hold have not been reviewed for funding readiness and require additional analysis before being recommended for funding in future fiscal years.

Surtax Plan Estimate - cost estimate provided by municipality to County when originally submitting project for inclusion in the Surtax Financial Plan.

Recommended Phase Funding - dollar amount being recommended for funding based upon the Phase required (see notes on calculations) and latest cost estimates provided by municipalities. This amount does not fully fund projects except in the case of construction phase projects.

Notes:

- (1) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020) was developed by the Broward MPO Surtax Services in partnership with the municipalities in Broward County. All project information was provided by the municipalities.
- (2) All projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018.
- (3) The Municipal Surtax Capital Projects Priorities (Fiscal Year 2020), consistent with the Surtax Ordinance, the Tri-Party Interlocal Agreement, and Bi-Party Interlocal Agreement, is the output of the data-driven ranking tool utilizing the evaluation criteria, point distribution, and program readiness approach established in coordination with the municipalities.
- (4) Projects with numbers that include “.x” reflect multi-part projects.
- (5) As directed by Broward County, the following percentages are used to calculate the recommended phase funding since the projects in the Surtax Plan are assumed to be the total cost of the required phase(s) to complete the project:
 - Planning: 3% of the total cost of the project in the Surtax Plan.
 - Design: 12% of the total cost of the project in the Surtax Plan.
 - Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
 - Right-of-way phase costs are project specific.
- (6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of \$70 - \$80 million of the total \$120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

Municipal Surtax Capital Projects Priorities (Fiscal Year 2020)

Broward MPO Surtax Services

Project Ranking	Municipality	Project Number	Project Name	Work Mix	Phase	Fiscal Year 2020 Recommendation	Surtax Plan Estimate	Recommended Phase Funding
18	Pembroke Park	PPRK-002	S.W. 25th St. Stormwater Impr. (Ph II)	Resiliency Improvements	Construction	YEAR 1-Construction	\$1,075,000	\$1,075,115
51	Pembroke Park	PPRK-010	Bike Lane And Sidewalk Improvements	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$250,000	\$30,000
76	Pembroke Park	WPRK-009	52 Ave Complete Streets	Bicycle Pedestrian Infrastructure	Design	YEAR 1-Design	\$1,200,000	\$144,000
102	Pembroke Park	PPRK-008	County Line Road Storm Water Connection	Resiliency Improvements	Design	YEAR 1-Design	\$750,000	\$90,000
295	Pembroke Park	PPRK-011	Mast Arm HB Blvd/S.W. 48th Avenue	Resiliency Improvements	Design	RANK	\$300,000	
310	Pembroke Park	PPRK-009	Dale Village Storm Water Connection	Resiliency Improvements	Design	RANK	\$275,000	
311	Pembroke Park	PPRK-003	Park Road Paving Drainage Improvements	Resiliency Improvements	Design	RANK	\$1,875,000	
346	Pembroke Park	PPRK-007	John P. Lyons Ln Stormwater Improvements	Resiliency Improvements	Design	RANK	\$700,000	



RANK Projects requested by municipalities to be ranked for funding.
HOLD Projects requested by municipalities to be put on hold from funding for various reasons.
SWAP Projects requested by municipalities to be swapped out in February 2021.
YEAR 1 Projects that are recommended for funding in Fiscal Year 2020.

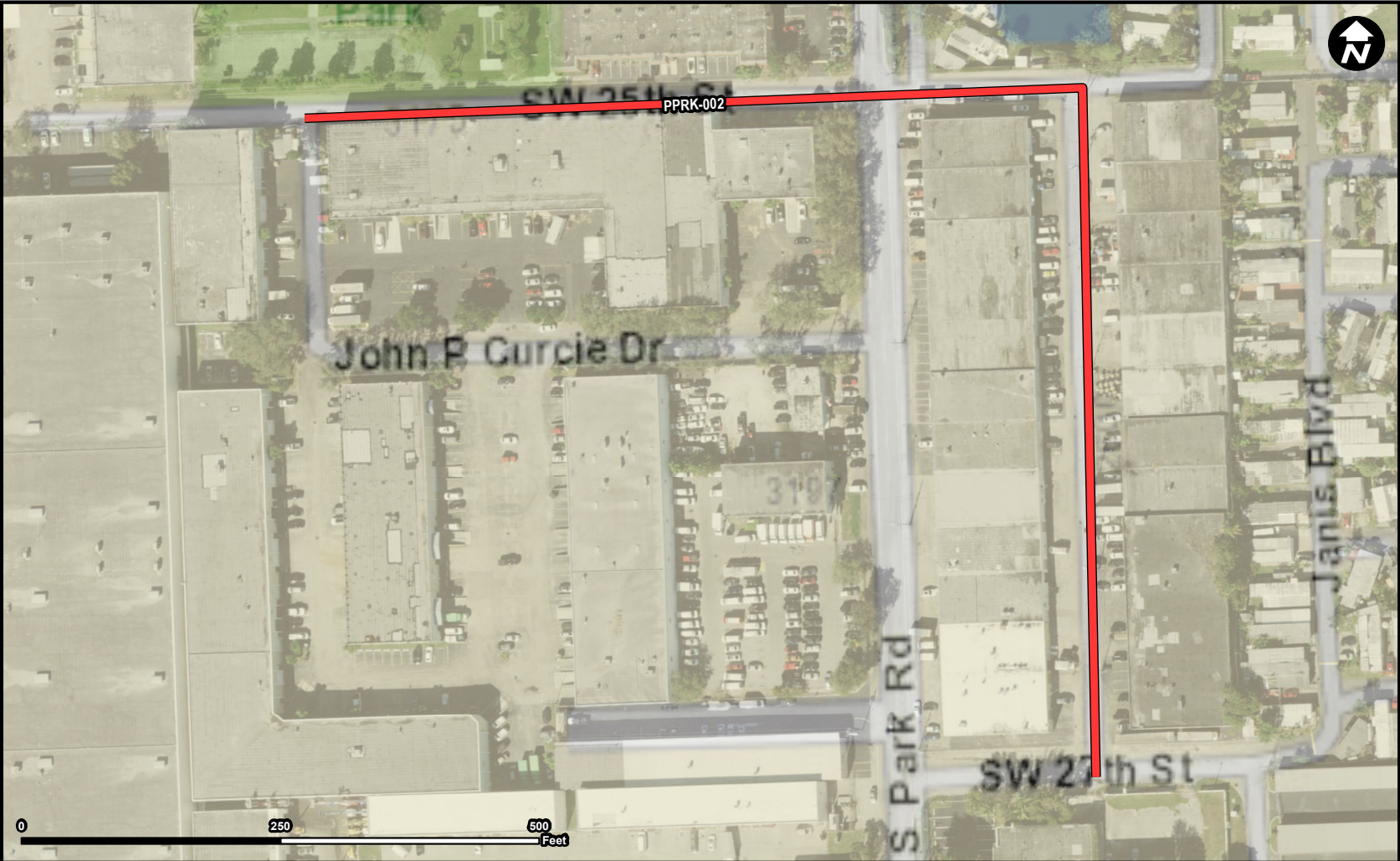
Notes:
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• Design: 12% of the total cost of the project in the Surtax Plan.
• Construction (includes CEI): 85% of the total cost of the project in the Surtax Plan.
• Right-of-way phase costs are project specific.
(6) The Broward MPO Surtax Services selected the Cycle 1 (Fiscal Year 2020) funding goal of \$70 - \$80 million of the total \$120 million available (30-Year Surtax Financial Plan) since the County did not provide specific guidance. This goal was selected to allow for adequate funds for Community Shuttle Bus and Rehabilitation and Maintenance projects to be funded by the County.

Municipality	Pembroke Park
Project ID	PPRK-002
Project Name	S.W. 25th St. Stormwater Impr. (Ph II)
From Location	
To Location	
Work Mix	Resiliency Improvements
Phase	Construction
Fiscal Year 2020 Recommendation	YEAR 1 - Construction
Recommended Phase Funding	\$1,075,115
City Submitted Information	
Project Description	Storm water improvements include drainage structures, storm water piping, an exfiltration water quality system, and a connection to Park Road's storm water system. These improvements are a rehabilitation and upsizing of an existing drainage system.
Project Scope	This is primarily a roadway drainage project adding drainage on Southwest 25th Street from 31st Place to Patrick Behan Park and into a new outfall into the lake. It also intercepts and picks up drainage on Park Road at 25th Street to reduce flooding. Secondly it will include roadway restoration of damages from continual flooding. The drainage includes a pump station, gravity drainage and force main.
Project Objective	The town has had a problem with drainage since the DOT built I-95 and raised Hallandale Beach Blvd. and Pembroke Rd. blocking all natural outfalls for drainage from the Town. These improvements will enable the water to be transferred to Lake Trinity which has a pumped outfall. It would be cost prohibitive to raise all the roadways, businesses, and residents to allow natural flow to resume.
Estimated Project Cost	\$1,075,000
Project Type	Stormwater/Resiliency
Primary Work Mix	
Secondary Work Mix	
Has design been completed?	Yes
If Design completed, what percent?	30
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Todd
Point of Contact - Last Name	Larson
Point of Contact - Phone	954-966-4600
Point of Contact - Email	tlarson@townofpembrokepark.com
Construction Readiness Review	
Detailed budget provided?	Yes
Project timeline provided?	Yes
Is the project ready to submit for permits?	Yes
Readiness Review Comments:	City provided plans and a detailed cost estimate for the proposed improvements and have communicated that they are in the process of permitting the improvements. Project entails installation of drainage improvements within public ROW to address drainage deficiencies occurring in the project area. The City provided detailed plans and a cost estimate for the improvements. The cost estimate is in line with current industry pricing.

The Municipal Surtax Capital Project Overview was prepared by the Broward MPO in partnership with the municipalities in Broward County. All project information was provided by the municipalities. Projects were provided by Broward County and were contained in the Surtax Plan approved by the voters in November 2018. Project review comments were based on the information provided by the municipalities.

PPRK-002

Project Name
S.W. 25th St. Stormwater Impr. (Ph II)



Legend

- PPRK-002
- Municipality
- Unincorporated

Municipality: Pembroke Park

FROM:
TO:

Note: The Municipal Surtax Capital Project Map was prepared by the Broward MPO Surtax Services. The project location information was provided by the municipality.



Municipality	Pembroke Park
Project ID	PPRK-010
Project Name	Bike Lane and Sidewalk Improvements
From Location	
To Location	
Work Mix	Bicycle Pedestrian Infrastructure
Phase	Design
Fiscal Year 2020 Recommendation	YEAR 1 - Design
Recommended Phase Funding	\$30,000
City Submitted Information	

Project Description Complete the missing sections of sidewalk and bike paths along S.W. 52nd Avenue, S.W. 48th Avenue, S.W. 40th Avenue, Park Road and County Line Road.

Project Scope

This project provides for mobility within the community. Currently there are many sections of bike path and sidewalks missing. This would help complete the routes.

Project Objective

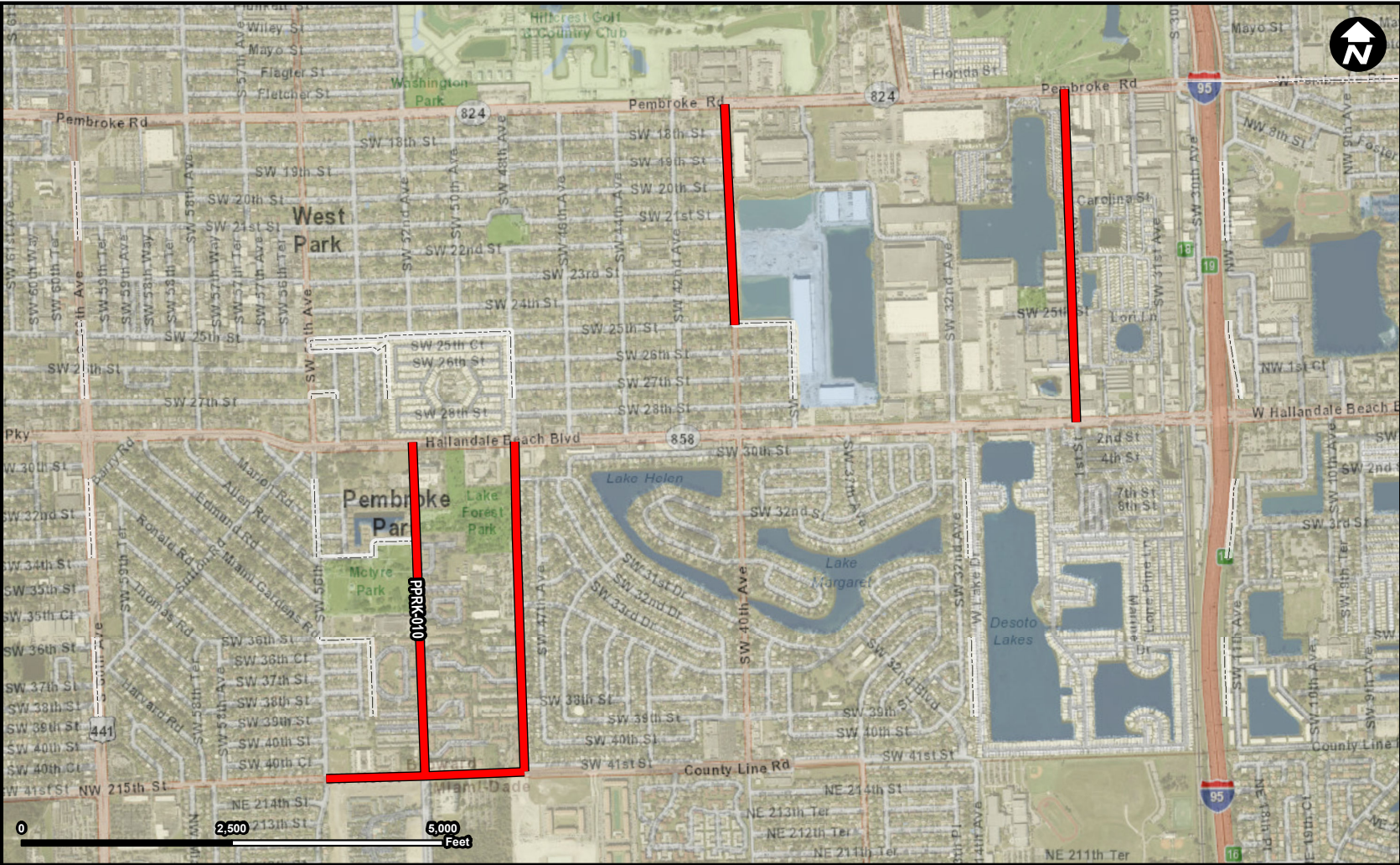
Estimated Project Cost	\$250,000
Project Type	Connectivity
Primary Work Mix	Bike Lane Sidewalk
Secondary Work Mix	Signing/Pavement
Has design been completed?	No
If Design completed, what percent?	
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Todd
Point of Contact - Last Name	Larson
Point of Contact - Phone	954-966-4600
Point of Contact - Email	tlarson@townofpembrokepark.com

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PPRK-010

Project Name
Bike Lane and Sidewalk Improvements

Page 9 of 13



Legend

- PPRK-010
- Municipality
- Unincorporated

Municipality: Pembroke Park

FROM:
TO:

Note: The Municipal Surtax Capital Project Map was prepared by the Broward MPO Surtax Services. The project location information was provided by the municipality.



Municipality	Pembroke Park
Project ID	WPRK-009
Project Name	52 Ave Complete Streets
From Location	
To Location	
Work Mix	Bicycle Pedestrian Infrastructure
Phase	Design
Fiscal Year 2020 Recommendation	YEAR 1 - Design
Recommended Phase Funding	\$144,000
City Submitted Information	
Project Description	Extent? Would include Pembroke Park. 1.5 miles of complete street improvement to include, bike lanes; improved sidewalks with complete connectivity; adjustment to drainage system; roadway resurfacing, streetlights, pavement marking and landscaping
Project Scope	
Project Objective	
Estimated Project Cost	\$1,200,000
Project Type	Complete Streets, Safety
Primary Work Mix	
Secondary Work Mix	
Has design been completed?	
If Design completed, what percent?	
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Carol
Point of Contact - Last Name	Aubrun
Point of Contact - Phone	954-989-2688
Point of Contact - Email	caubrun@cityofwestpark.org

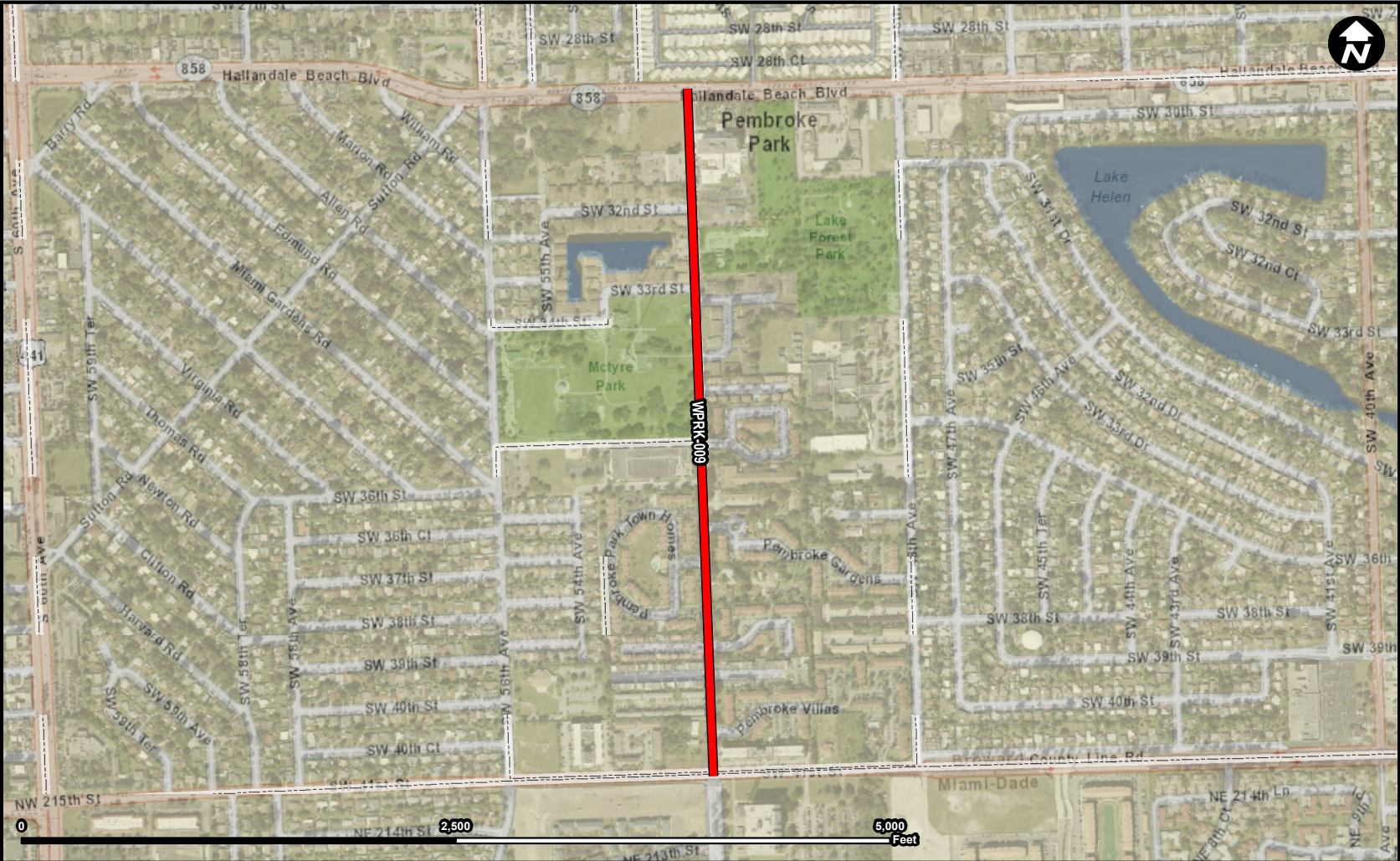
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WPRK-009

Project Name
52 Ave Complete Streets



Page 11 of 13



Legend

- WPRK-009
- Municipality
- Unincorporated

Municipality: Pembroke Park

FROM:
TO:

Note: The Municipal Surtax Capital Project Map was prepared by the Broward MPO Surtax Services. The project location information was provided by the municipality.



Municipality	Pembroke Park
Project ID	PPRK-008
Project Name	County Line Road Storm Water Connection
From Location	Intersection of SW52nd Avenue on County Line Rd
To Location	Intersection of SW 56th Avenue on County Line Rd
Work Mix	Resiliency Improvements
Phase	Design
Fiscal Year 2020 Recommendation	YEAR 1 - Design
Recommended Phase Funding	\$90,000
City Submitted Information	
Project Description	Storm water improvements includes the construction of storm water piping between S.W. 52nd Avenue and S.W. 56th Avenue, which will convey storm water west to discharge into the Broward County storm water system.
Project Scope	Install Drainage line from existing storm water system at 52nd Avenue along County Line Road to an existing outfall at 56th Avenue. Tie in any drainage along the North side of County Line Road.
Project Objective	This problem addressed roadway and neighborhood flooding issues for the west side of town by tying the existing exfiltration system to an outfall that eventually flows to the C-9 canal.
Estimated Project Cost	\$750,000
Project Type	Stormwater/Resiliency
Primary Work Mix	
Secondary Work Mix	Sidewalk
Has design been completed?	No
If Design completed, what percent?	
Is right-of-way required?	No
Has right-of-way/utility relocation coordination occurred?	
Point of Contact - First Name	Todd
Point of Contact - Last Name	Larson
Point of Contact - Phone	954-966-4600
Point of Contact - Email	tlarson@townofpembrokepark.com

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PPRK-008

Project Name
County Line Road Storm Water Connection



Page 13 of 13



Legend

- PPRK-008
- Municipality
- Unincorporated

Municipality: Pembroke Park

FROM: Intersection of SW 52nd Avenue on County Line Rd
TO: Intersection of SW 56th Avenue on County Line Rd

Note: The Municipal Surtax Capital Project Map was prepared by the Broward MPO Surtax Services. The project location information was provided by the municipality.



TOWN OF PEMBROKE PARK
 Building Department New Office Renovations
 CIP-20-08

Date	Type		Description	Vendor	Cost		Payment Request
	Code	Number			Added	Deduct	
	Budget		Original Budget	Sag	\$188,500.00		
2/5/2021	AFP	001	Application for Payment #001 (Mobilization)	Sag			\$34,632.00
3/9/2021	AFP	002	Application for Payment #002R	Sag			\$59,085.00
2/19/2021	PCO	1	Selection of Alternates (New ceiling grid and tile)	Sag	\$13,300.00		
3/7/2021	PCO	3	Additional Doors	Sag	\$3,400.00		
3/7/2021	PCO	4	Main Lobby Flooring	Sag	\$14,300.00		
3/7/2021	PCO	6	Additional Drywall	Sag	\$2,070.00		
3/7/2021	PCO	7	Additional Floor Repairs	Sag	\$1,460.00		
3/7/2021	PCO	8	Additional Electrical Low Voltage	Sag	\$5,950.00		
3/7/2021	PCO	9	Light fixtures revisions	Sag		\$1,558.00	
3/7/2021	PCO	10	Millwork Revisions	Sag		\$2,000.00	
4/6/2021	AFP	003	Application for Payment #003	Sag			\$55,404.00
4/1/2021		12	Deletion of Modular Cubicle	Sag		\$2,500.00	
4/6/2021	AFP	004R	Application for Payment #004R	Sag			\$57,069.00
3/22/2021	PCO	2	Electrical Panel Upgrades	Sag	\$10,350.00		
3/22/2021	PCO	5	Mechanical Revisions	Sag	\$1,140.00		
3/31/2021	PCO	11	New Frameless Door and Corridor Door	Sag	\$12,980.00		
5/6/2021	PCO	13a	Curve Glass	Sag		\$10,103.00	
4/6/2021	AFP	005	Application for Payment #005	Sag			\$34,065.00
3/22/2021	PCO	14	Added Counter Laminate	Sag	\$1,645.00		
3/22/2021	PCO	16	Main Lobby and Expanded Work	Sag	\$31,300.00		
			Subtotals		\$286,395.00	\$16,161.00	
			TOTALS:		Cost UTD -		Payments (Does not include retainage of \$24,025.00)
					Deductions		\$240,255.00
					\$270,234.00		

Legend:

PCO Partial Change Order
 AFP Application for Payment
 Sag Sagoma Construction Services, Inc.

6/6/2021