



Town of Pembroke Park

Agenda

SPECIAL COMMISSION MEETING
Thursday, June 25, 2020 @ 12:00 PM
Virtual Meeting

Page

1. VIRTUAL INSTRUCTIONS

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

Town Hall is closed to the public.

Special Commission Meeting
Thursday, June 25, 2020 at 12:00 PM

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

You can dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(571\) 317-3117](tel:+15713173117)

Access Code: 115-686-501

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

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

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

Marlen D. Martell, Deputy Town Clerk

Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235

2. CALL TO ORDER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. FINANCE DEPARTMENT
 - a. Bills over \$500 - Assistant Finance Director Taubenfeld 5 - 7
Text Archiving Renewal
[Revised June25th Bills Over \\$500](#)
[Smarsh Invoice](#)
[Bills Over \\$500](#)
 - b. Auditor's Financial Report - Town Manager Jimenez, Assistant Finance Director Taubenfeld 8 - 9
RESOLUTION NO. 2020-080
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN MANAGER JUAN C. JIMENEZ TO SUBMIT THE COMPLETED ANNUAL FINANCIAL REPORT OF TOWN OF PEMBROKE PARK FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019 TO THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-080 Auditor Financial Report](#)
 - c. Resolution approving the payout of comprehensive time due to COVID food giveaway - Assistant Finance Director Taubenfeld 10 - 11
RESOLUTION NO. 2020-081
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO EMPLOYEE COMPENSATION; ESTABLISHING THE POLICY FOR PAYMENT OF COVID-19 RELATED OVERTIME FOR TOWN EMPLOYEES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-081 OT Compensation](#)
8. HUMAN RESOURCES
 - a. Daniel Ortiz Engineer's position - Vice Mayor Clark, HR Director Menegazzo 12 - 13
RESOLUTION NO. 2020-078
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING DANIEL ORTIZ AS TOWN ENGINEER; PROVIDING FOR TOWN ENGINEER'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-078 Engineer Ortiz](#)
 - b. Town Manager Contract - HR Director Menegazzo, Town Attorney Ryan 14 - 25
[Spellman letter regarding TM contract](#)
[DRAFT Town Manager Contract by Spellman](#)
 - c. Former Assistant Town Manager Daughtrey - HR Director Menegazzo
9. SITE PLAN QUASI JUDICIAL
 - a. Site Plan Seneca Building 5 - Town Planner Miller, Town Attorney Ryan 26 - 47
RESOLUTION NO. 2020-082
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPROVING THE APPLICATION FOR SITE**

DEVELOPMENT PLAN FOR RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR REAL PROPERTY LOCATED IN THE PLAT OF WESTWIND III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182, PAGE 22, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-082 Site Plan
Miller Seneca Bldg 5](#)

- b. Site Plan Parking Reduction - Town Planner Miller, Town Attorney Ryan 48 - 67

RESOLUTION NO. 2020-083

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN TRACT 1A, WESTWIND III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 182, PAGE 22, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; **PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER** IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-083 Site Plan parking
Miller Seneca Bldg 5 parking reduction](#)

10. TOWN BUSINESS

- a. Broward County Interlocal Agreement related to COVID - Town Manager Jimenez 68 - 78

RESOLUTION NO. 2020-079

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT WITH BROWARD COUNTY; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID INTERLOCAL AGREEMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[JC COVID-19-final-frm - Town of Pembroke Park - 5 29 20
2020-079 Broward Interlocal Agreement](#)

- b. Grant Projects Updates - Vice Mayor Clark, Town Manager Jimenez, Assistant Public Works Director Jacques 79 - 80

[Awarded and Recommended Grants](#)

- c. Request authorization to prepare RFP for **Town Hall Hardening, Generator, and Roofing** under the HMGP project - Vice Mayor Clark, Assistant Public Services Director Jacques 81 - 246

RESOLUTION NO. 2020-084

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO PREPARE

REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR SERVICES FOR WIND RETROFIT AND GENERATOR FOR TOWN HALL IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[2020-084 Revised Resolution](#)

[2020-084 Grant Town Hall Hardening](#)

[Agenda Item Report - AIR-20-046 - Pdf](#)

[4337-0338-R FEMA Approval Package 02-25-2020](#)

[HMGP-Application Town Hall Building Hardening 7-12-18 \(Submittal Package\)](#)

[Grant Town Hall Hardening Contract](#)

- d. Setting-up a Building Department Advisory Board - Interim Building Official Nunez 247 - 256

RESOLUTION NO. 2020-085

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING THE PEMBROKE PARK BUILDING INSPECTIONS FUND ADVISORY BOARD; DESIGNATING THE ADVISORY BOARD MEMBER SELECTION COMMITTEE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

[Building request form](#)

[Building memo Advisory board](#)

[2020-085 Building Advisory Board](#)

11. 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.

Town of Pembroke Park
Bills over \$500
June 25, 2020 Wednesday

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
21526148	Canon Financial Services	Copier Expenses	Various	\$ 1,669.92
June2020Electric	Florida Power and Light	Town Electricity May 19 Thru June 18th 2020	Various	\$ 18,405.02
2161	Network Techs	Installation and Setup of the Town's New Sonicwall Antivirus Software	NonDept	\$ 1,468.75
2168	Network Techs	Additional Work Needed to Create New Web Page for 2020 Census and Changes to Current Webpage	NonDept	\$ 742.50
6182020	Ruben Juan Pujol Architect P.A.	Fee for Plumbing Plans for Front Office	Bldg	\$ 900.00
996	Ryan & Ryan LLC.	Matters Regarding Transportation Projects Funding Request to FDOT and MPO	Legal	\$ 1,295.00
3448401636	Staples	HP 410A CMY Toner, HP 410X Black Toner and Rubberbands for Business Tax	Finance	\$ 523.02
Total:				\$25,004.21

Purchase Orders				
305439	A to Z Statewide Plumbing	Emergency Service Call- Vac Truck Jetting of Sanitary Line at SW 55th Ave and 33rd Street	Sewer	\$ 1,000.00
305441	Verizon Wireless	Installation of (18) GPS Tracker Devices on Town Vehicles	Various	\$ 1,170.00
Total:				\$2,170.00

Grand Total:	\$27,174.21
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PO Box 505265
St. Louis, MO 63150-5265

Bill To:

Town of Pembroke Park, FL
Harry Taubenfeld
3150 SW 52nd Ave

Pembroke Park, Florida 33023-5413
United States

Invoice

Invoice Date: 04/30/2020
Invoice #: INV00586851
Due Date: 05/30/2020

Page 1 of 1

Account # (SAN)	P.O. No.	Terms		
302071		Net 30		
Service Period	Description	Qty	Rate	Amount
04/01/2020-03/12/2021	Professional Archive - SMG 20 - Annual -- Proration	1	Tier / From / To / List Price / Price Format 1 / 0 / 1 / 352.17 / Flat Fee	\$333.84
04/01/2020-03/12/2021	Professional Archive - SMG 20 Capture & Archive - Annual -- Proration	35	Tier / From / To / List Price / Price Format 1 / 0 / 31 / 1,928.5534 / Flat Fee 2 / 32 / / 140.00 / Per Unit	\$2,359.01
04/01/2020-03/12/2021	Professional Archive - SMG 20 Premium Adj - Annual -- Proration	29	Tier / From / To / List Price / Price Format 1 / 0 / 25 / 700.00 / Flat Fee 2 / 26 / / 28.00 / Per Unit	\$769.73
04/01/2020-03/12/2021	Professional Archive-Extended Retention Fee (Per GB)-Annual -- Proration	0	2.5	\$0.00
Sub Total				\$3,462.58
Sales Tax				\$0.00
Invoice Total				\$3,462.58
Total Account Balance				\$3,462.58

Thank you for your business. Please include invoice number and account number on your check.

REMITTANCE STUB
(Please Return)

Account #: 302071
Invoice #: INV00586851
Due Date: 05/30/2020

CHECKS SHOULD BE MAILED TO (via US Postal Service):
Smarsh, Inc.
PO Box 505265
St. Louis, MO 63150-5265

Amount Due **\$3,462.58**

WIRES/ACH PAYMENTS SHOULD BE SENT TO:
Bridge Bank, N.A.
ABA or Routing number: 121143260
Account number: 102334026
For Credit to: Smarsh Inc (note your account number and invoice number)

Payment Amount

Town of Pembroke Park
Bills over \$500
June 25, 2020 Wednesday

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
21526148	Canon Financial Services	Copier Expenses	Various	\$ 1,669.92
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3448401636	Staples	HP 410A CMY Toner, HP 410X Black Toner and Rubberbands for Business Tax	Finance	\$ 523.02
Total:				\$5,699.19

Purchase Orders				
305439	A to Z Statewide Plumbing	Emergency Service Call- Vac Truck Jetting of Sanitary Line at SW 55th Ave and 33rd Street	Sewer	\$ 1,000.00
305441	Verizon Wireless	Installation of (18) GPS Tracker Devices on Town Vehicles	Various	\$ 1,170.00
Total:				\$2,170.00

Grand Total:	\$7,869.19
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RESOLUTION NO. 2020-080

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN MANAGER JUAN C. JIMENEZ TO SUBMIT THE COMPLETED ANNUAL FINANCIAL REPORT OF TOWN OF PEMBROKE PARK FOR FISCAL YEAR ENDING SEPTEMBER 30, 2019 TO THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the independent auditors for the Town of Pembroke Park are preparing the Annual Financial Report of Town of Pembroke Park for Fiscal Year Ending September 30, 2019 (“Report”); and

WHEREAS, the Report must be filed with the Florida Department of Financial Services by June 30, 2020; and

WHEREAS, the Town Commission does not have a meeting scheduled prior to the June 30, 2020 filing deadline; and

WHEREAS, Town Manager Juan C. Jimenez and Assistant Finance and Budget Director Harry Taubenfeld have knowledge of the financial transactions of the Town for fiscal year ending September 30, 2019, and are qualified to examine the Report and make recommendations they deem necessary to accurately reflect the income and expenditures of the Town; and

WHEREAS, it is necessary for the Town Commission to authorize Juan C. Jimenez and Harry Taubenfeld to review and approve the Report so that it may be filed with the Florida Department of Financial Services by the June 30, 2020 deadline.

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

Section 1: That the Town Manager Juan C. Jimenez and Assistant Finance and Budget Director Harry Taubenfeld are authorized and directed to review the Annual Financial

Report of Town of Pembroke Park for Fiscal Year Ending September 30, 2019 prepared by the Town's independent auditors and to recommend such changes as are necessary to reflect the actual financial transactions of the Town.

Section 2: The Town Manager Juan C. Jimenez is authorized to give the Town's independent auditors final approval for the filing of the Annual Financial Report of Town of Pembroke Park for Fiscal Year Ending September 30, 2019 with the Florida Department of Financial Services by June 30, 2020.

Section 3: That all Town staff are directed to cooperate with the independent auditors, Town Manager Juan C. Jimenez, and Assistant Finance and Budget Director Harry Taubenfeld as necessary to complete the preparation and filing of the Report by June 30, 2020.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

RESOLUTION NO. 2020-081

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO EMPLOYEE COMPENSATION; ESTABLISHING THE POLICY FOR PAYMENT OF COVID-19 RELATED OVERTIME FOR TOWN EMPLOYEES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary from time to time for Town employees to work overtime in excess of their customary 40-hour work week due to the COVID-19 related activities undertaken by the Town; and

WHEREAS, the Town currently offers Town employees the option to be paid for their overtime work or to receive compensation time off at the rate of 1 and one-half hours for each hour of overtime they earn; and

WHEREAS, the Town Commission has determined it is in the best interest of the Town to eliminate the compensation time off for Town employees working on COVID-19 related Town activities and to solely financially compensate those Town employees for their overtime hours worked.

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

Section 1: That Town hereby adopts the policy that all Town hourly employees will receive financial payment in the amount 1 and one-half hours for each hour of qualified overtime they work for the Town for all COVID-19 related Town activities.

Section 2: That all accrued overtime will be paid to Town employees no later than the employee pay period following the date the overtime is earned.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution N0. 2020- Overtime Employee Compensation.FNE.docx

RESOLUTION NO. 2020-078

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPOINTING DANIEL ORTIZ AS TOWN ENGINEER; PROVIDING FOR TOWN ENGINEER'S COMPENSATION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article III, Division 3, Pembroke Park Code of Ordinances, created the office of Town Engineer and provides for Town Engineer's appointment, compensation, duties, responsibilities, and related matters for the office of Town Engineer; and

WHEREAS, Town Commission has solicited applications from qualified engineering candidates to serve as Town Engineer; and

WHEREAS, the Town Commission has reviewed the applications received in response to the solicitation, and interviewed the candidates for Town Engineer; and

WHEREAS, the Town Commission desires to select and hire Daniel Ortiz to serve as the Town Engineer.

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

Section 1: That the Town Commission hereby selects and hires Daniel Ortiz to serve as Town Engineer for the Town of Pembroke Park.

Section 2: That Daniel Ortiz shall serve as Town Engineer at the pleasure of the Town Commission, and he shall receive annual compensation in an amount of One Hundred Thousand (\$,000.00) Dollars for the performance of the duties of Town Engineer.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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SNIFFEN & SPELLMAN, P.A.

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

June 23, 2020

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED INFORMATION

VIA ELECTRONIC MAIL

Mayor Ashira Mohammed
Town of Pembroke Park
Town Hall
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Re: Town Manager Employment Contract Review

Dear Mayor Mohammed:

Pursuant to your request, we have reviewed the current contemplated Employment Agreement ("Agreement") between the Town of Pembroke Park ("Town") and newly-hired City Manager Juan C. Jimenez. A copy of the Agreement which was provided to us and which was the subject of our review is attached for your reference. We understand the Agreement to be a slightly modified version of the agreement used by the Town for the employment of the prior Town Manager.

In general, we find the proposed Agreement acceptable, in proper form, and appropriate for use as the employment agreement for Mr. Jimenez. We offer the following notes/suggestions for your consideration as to certain provisions within the Agreement:

Section 2. C. Bi-Annual Town "Progress" Report: This section seems a bit awkward in its construction. We suggest the following language be substituted:

- C. Not less than thirty (30) days prior to the first anniversary date of this Agreement, and every six (6) months thereafter, the Town Manager shall meet with each of the Town Commission Members individually to discuss appropriate short and long-term goals and objectives of the Town and how those goals and objectives can be met given the Town's budget and budgetary resources available. Thereafter, the Town Manager shall prepare and submit a draft report setting forth the goals and objectives of the Town to the Commission at a public

Hon. Ashira Mohammed
June 23, 2020
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Confidential
Attorney-Client Privileged Information

meeting for review and comment. The Town Manager shall then prepare a final report for Commission consideration and approval.

Section 3. A. Duties and Obligations: We suggest the first sentence of Subsection A. be changed to read as follows:

The Town Manager shall have the duties, responsibilities, and powers of said office under the Pembroke Park Code of Ordinances, and as further directed by the Town Commission, consistent with the Code of Ordinances.

Section 11. B. Termination “without just cause” & C. Termination “with just cause:” Just a note that the termination provisions comply with the requirements under sections 215.425(4)(a)(1) & (2), Florida Statutes (2020), that severance pay be capped at twenty (20) weeks and that severance not be provided if the employee is fired for misconduct.

Please let us know if you have any questions, and thank you for the opportunity to assist you in this matter.

Sincerely,

/s/ Mark K. Logan

Mark K. Logan

/s/ Elmer C. Ignacio

Elmer C. Ignacio

Enclosure

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), is by and between Town of Pembroke Park, Florida, a subdivision of the State of Florida (hereinafter referred to as "Town"), and Juan C. Jimenez (hereinafter referred to by name or as "Town Manager").

WITNESSETH:

WHEREAS, the Town desires to employ Juan C. Jimenez as Town Manager of the Town of Pembroke Park, Florida; and

WHEREAS, the Town, through its Town Commission, desires to provide for certain benefits and compensation for Town Manager and to establish conditions of employment applicable to Town Manager; and

WHEREAS, Juan C. Jimenez desires to accept employment as Town Manager of the Town of Pembroke Park under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment

A. The Town of Pembroke Park hereby hires and appoints Juan C. Jimenez as its Town Manager, under the terms established herein, to perform the duties and functions specified in the Pembroke Park Code of Ordinances and to perform such other legally permissible and proper duties and functions as the Town Commission shall from time to time assign.

B. The Town's employment of Juan C. Jimenez shall be effective June 1st, 2020, and continue for a period of three (3) years. Provided that neither party gives the other two (2) months' termination notice, there shall be an unlimited number of one (1) year automatic renewals of this Agreement. In the event the Town Commission decides not to renew this Agreement, there shall be no severance pay made except for accumulated Vacation Leave (up to a maximum of 400 hours) and sick leave (up to \$500.00). In the event that less than two (2) months' notice of termination is provided by either party, terminations shall occur in accordance with Sections 11 and 12 of this Agreement.

Section 2. Salary and Evaluation

A. For the performance of services pursuant to this Agreement, the Town agrees to pay the Town Manager an annual base salary of one hundred fifty thousand dollars (\$150,000.00), payable in equal weekly installments at the same time as other Town employees are paid.

B. After the first full year of this Agreement, should the general Town staff receive a cost of living increase, the Town Manager will receive the same increase at the same time as the other staff.

C. Not less than (30) thirty days prior to the first anniversary date of this Agreement, and every six (6) months thereafter, the Town Manager and Town Commissioners shall meet individually, and, in consideration of resources provided and matters outside the control of the Town Manager and Town Commission, discuss the Town Manager's performance and how the Town Commission can assist the Town Manager in performing the Town Manager's duties. Following the individual meetings with the Town Commissioners, the Town Manager will provide the Town Commission with a draft progress report inclusive of the Town Manager's and Town Commissioners' comments and suggestions. Following the Town Commission's review of the draft, the Town Manager shall prepare the final progress report to the Town Commission for adoption.

D. The Town may also increase the Town Manager's base salary and/or other benefits of the Town Manager in such amounts and to such an extent as the Town Commission may determine desirable on the basis of an annual performance evaluation of the Town Manager. The form of the evaluation shall be suggested by the Town Manager and approved by the Town Commission. The annual evaluation shall be made between June 1st and August 1st of each year in which this Agreement is effective.

E. Nothing in this Section shall require the Town to increase the base salary or other benefits of the Town Manager. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute noncompliance with a material provision of this Agreement.

Section 3. Duties and Obligations

A. The Town Manager shall have the duties, responsibilities and powers of said office under the Pembroke Park Code of Ordinances. The Town Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability and in a professional and competent manner.

B. The Town Manager shall remain in the exclusive employ of the Town and shall devote all such time, attention, knowledge and skills necessary to faithfully perform his duties under this Agreement. The Town Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the Town Commission, provided that such activities shall not interfere with his primary obligation to the Town as its Town Manager. The Town Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder, and shall be present at Town Hall on Monday through Friday during regular business hours.

C. In the event the Town Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Town Manager related to

such service, such money or property shall be paid over to or delivered to the Town, unless otherwise provided by the Town Commission.

D. In the event the Town Manager is temporarily unable to perform his duties, he shall nominate an Acting Town Manager for consideration and designation, if acceptable, by Town Commission.

Section 4. Automobile Allowance and Communications Equipment

The Town Manager is required to be on call for twenty-four hour service. In recognition thereof:

A. Automobile Allowance

1. The Town agrees to pay the Town Manager a monthly automobile allowance of five hundred dollars (\$500) to lease or own, insure, operate and maintain a vehicle, including fuel, for the discharge of his responsibilities to the Town. For the conduct of any Town business outside Broward County, the Town Manager shall be reimbursed for related automobile expenses at the established Florida Statute mileage rate.
2. In the event the Town Commission adopts a formal policy governing Town automobiles, such policy will be applicable to and supersede this Agreement.

B. Town shall provide the Town Manager with a cell phone and laptop computer capable of remote connection to Town internet for his use in conducting Town business.

Section 5. Dues and Subscriptions

The Town agrees to pay the Town Manager's professional dues for membership in the International City/County Management Association, the Florida City and County Management Association or other local government management professional association. The Town shall pay other dues and subscriptions on behalf of the Town Manager as are approved in the Town's annual budget (on a line item basis) or as authorized separately by the Town Commission.

Section 6. Professional Development

The Town agrees to pay reasonable and customary travel and subsistence expenses pursuant to the Town's travel policy for the Town Manager's travel to and attendance at the International City/County Management Association's annual conference, the Florida City and County Management Association's annual conference or other local government management professional association's annual conference. The Town may choose to pay for the Town Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approves by Town Commission action. Travel outside of the State of Florida requires Town Commission prior approval.

Section 7. Vacation Leave, Personal Holiday, and Sick Days

A. The Town Manager shall be entitled to one hundred sixty (160) hours of annual Vacation Leave during each year of the term of this Agreement. The Town Manager's annual Vacation Leave shall be available for use upon commencement of employment and each year thereafter on the service date anniversary. There is no limit on the amount of Vacation Leave that may carry forward. Upon separation of employment, Town Manager shall be paid for up to Four Hundred (400) hours of unused Vacation Leave.

B. In addition to Vacation Leave, the Town Manager shall be entitled to ten (10) personal leave days in each calendar year, none of which may be carried forward from year to year.

C. Town Manager shall be entitled to and abide by the Sick Leave Policy stated in the Town Personnel Policies and Procedures Manual, effective April 9, 1997, or as such policy may be updated and adopted upon future action of the Town Commission.

Section 8. Holidays

The Town Manager is entitled to the same paid holidays as the general Town staff.

Section 9. Health, Dental, Vision, Life and Disability Insurance

A. The Town agrees to pay 100% of the Town Manager's health, dental and vision insurance and the Town Manager's long term disability insurance on the same terms as general employees, with the exception that the Waiting Period for the insurance is waived and the insurance is effective on the date of hire.

B. Life insurance for the Town Manager shall be provided in an amount equal to two (2) times the annual salary up to \$240,000.

C. Additional life insurance in the amount of \$216,000, which includes permanent life and a chronic illness rider (long term care). Such additional life insurance is at the Town's expense provided to the Town Commission, Town Manager, and Department Heads.

Section 10. Retirement

The Town agrees to contribute 25.41% as stipulated by the Florida Retirement System Senior Management Class of the Town Manager's base salary to the Florida Retirement System, upon approval by the Town's Finance and Budget Department, such approval not to be unreasonably withheld. Contribution percentage amounts are subject to change each year based on legislative law changes, investment experience, and the actuarial experience of the trust fund.

Section 11. Termination by the Town and Severance Pay

A. The Town Manager shall serve at the pleasure of the Town Commission, and the Town Commission may terminate this Agreement and the Town Manager's employment with the Town at any time, with or without "just cause".

B. Termination "without just cause". Should a majority of the members of the Town Commission, then currently holding office, vote to terminate the services of the Town Manager "without just cause", then within ten (10) business days following such vote, the Town Commission shall cause the Town Manager to be paid any accrued and unpaid salary and benefits earned (including 400 hours maximum hours of Vacation Leave, up to Five Hundred (\$500.00) dollars of Sick Leave, and insurance, but excluding such items and allowances as are used in conducting Town business such as, but not limited to, the use of the Town computer and the automobile and cell phone allowance) prior to the date of termination based on a forty (40) hour work week. Within forty-five (45) calendar days following the vote to terminate the Town Manager's employment, the Town Commission agree to pay the Town Manager a lump sum severance pay equal to the lesser of either twenty (20) weeks of his base salary or the balance of time remaining under the term of this Agreement, as full and complete payment and satisfaction of any claims of the Town Manager of whatsoever nature arising out of this Agreement or otherwise. As consideration for such payment, the Town Manager shall, prior to receipt thereof, execute and deliver to the Town a general release of the Town, the Town Commission members, and all Town officers, agents, and employees for all claims, acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the Town Attorney.

C. Termination "with just cause". In the event the Town Manager is terminated "with just cause", the Town, with the exception of accrued and unpaid salary and benefits actually earned, shall have no obligation to pay the amounts outlined in Section 11, Paragraph B of this Agreement. For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination.
5. The commission of any fraudulent act against the interest of the Town.
6. The commission of any act which involves moral turpitude, or which causes the Town disrepute.

7. Violation of the International City/County Management Association Code of Ethics or being found to have committed an ethics violation by the Florida Commission on Ethics.
8. Any other act of a similar nature of the same or greater seriousness.

D. In the event Town terminates the Town Manager “with just cause”, as provided in Paragraph C above, then the Town Manager will be given a written copy of the particulars and shall have the right to appear in public before the Town Commission, with counsel, if so desired, and present evidence, argument, and rebuttal concerning said allegations. After such hearing, if a majority of the members of the Town Commission then currently holding office find there is cause to terminate the Town Manager, then the Town Manager shall not be entitled to severance pay. Said hearing shall be held within sixty (60) days of the notice of terminations.

E. In the event the Town Commission, during the employment term, reduces the salary or other benefits of the Town Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time Town employees, or in the event the Town allegedly refuses to comply with any other material provision of this Agreement benefiting the Town Manager, the Town Manager shall notify the Town Commission in writing of the alleged violation. The Town Commission shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the Town Manager may at his option, consider such violation as termination "without just cause" as of the date of such alleged reduction or refusal, and the severance pay provisions and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

Section 12. Termination by the Town Manager

The Town Manager may terminate this Agreement at any time by delivering to the Town Commission a written notice of termination not later than ninety (90) days prior to the effective date of the notice of termination. If the Town Manager terminates this Agreement, then the provisions of Section 11, Paragraph B above, shall not apply. If the Town Manager voluntarily resigns pursuant to this Section, the Town shall pay to the Town Manager all accrued compensation due the Town Manager up to the Town Manager's final day of employment, including any accrued Vacation Leave up to the Four Hundred (400) hour limit. The Town shall have no further financial obligation to the Town Manager pursuant to this Agreement. This subsection shall not prevent the Town Manager from collecting any money earned as a result of participation in a deferred retirement or pension program approved as per Section 10 of this Agreement.

Section 13. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the Town shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 11, Paragraph B of this Agreement.

Section 14. Indemnification

A. Town shall defend, save harmless, and indemnify the Town Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Town Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The Town shall not be liable for the acts or omissions of the Town Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the Town Manager shall reimburse the Town for any legal fees and expenses the Town has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as Town Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the Town.

Section 15. Code of Ethics

Inasmuch as the Town Manager is an active full member of the International City/County Management Association (ICMA), or other local government management professional association, the "Code of Ethics" promulgated by ICMA or other local government management professional association is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the Town Manager's conduct and actions as Town Manager of the Town. Additionally, the Town Manager shall abide by the standards established by the Florida Commission on Ethics.

Section 16. Attorney's Fees

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to reasonable attorney's fees and expenses incurred in connection therewith, including appellate fees and expenses.

Section 17. Bonding

The Town agrees to bear the full cost of any fidelity or other bonds required of the Town Manager under any policy, regulation, ordinance or law.

Section 18. Transparency

A. Open Door Policy: The Town Manager shall maintain an open door policy encouraging communication between the members of the Town Commission, Town Employees,

residents, property owners and other persons who have matters of interest related to the well-being of the Town.

B. Governmental Relations: The Town Manager shall strive to maintain positive constructive relationships with elected officials, employees and agents of other governmental agencies for the purpose of mutual good will and the constructive conduct of business regarding matters of interest between the parties.

C. Communications: The Town Manager and Town Commission shall work cooperatively to keep each other and the community informed as to the status of plans, projects and the operations of the Town.

D. Right to Speak: The Town Manager shall have the right to address the Town Commission orally and/or in writing in all matters before the Town Commission affecting those matters under his responsibility and/or his employment with the Town.

Section 19. General Terms and Conditions

A. If any provision or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Town Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Broward County, Florida.

F. Upon Town Manager's death, the Town's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of all outstanding hospitalization, medical, vision and dental bills in accordance with this Agreement;
4. Payment of all life insurance benefits in accordance with this Agreement;

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

Executed by the TOWN this ____ day of _____, 2020.

TOWN OF PEMBROKE PARK

By: _____
Ashira Mohammed, Mayor

ATTEST:

Marlen Martell, Interim Deputy Town Clerk

Executed by the TOWN MANAGER this ____ day of June, 2020.

Witnesses:

Signature

Juan C. Jimenez

Print Name

Signature

Print Name

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RESOLUTION NO. 2020-082

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE APPLICATION FOR SITE DEVELOPMENT PLAN FOR RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR REAL PROPERTY LOCATED IN THE PLAT OF WESTWIND III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182, PAGE 22, OF PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CERTAIN DEVELOPMENT CONDITIONS; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riking Enterprises IV, LLC, a Florida limited liability company (“Applicant”), has submitted an Application for Site Development Plan Approval for construction of a single-story industrial building consisting of approximately 28,582 square feet of gross building area as shown in the Site Development Plan prepared by AR Architecture, LLC and Sun-Tech Engineering, Inc. and filed with the Town on January 30, 2020 as amended by the Site Development Plan filed May 27, 2020 for the real property located at Commerce Center Way and SW 37 Terrace, Pembroke Park, Florida, and more fully described in Section 1 hereof (“Subject Property”); and

WHEREAS, the Town Development Review Committee reviewed the Application for Site Development Plan Approval for Riking Enterprises IV, LLC on February 21, 2020, and recommended its approval with certain development conditions for the Subject Property determined by Consultant Planner Michael Miller Planning Associates, Inc. and set forth in Section 2 hereof; and

WHEREAS, the Pembroke Park Planning and Zoning Board reviewed the Application for Site Development Plan Approval at their meeting on June 11, 2020, where the Consultant

Planner presented his report, the Applicant's representatives described the proposed project, and all interested parties were provided an opportunity to comment on the Application for Site Development Plan Approval; and

WHEREAS, the Pembroke Park Planning and Zoning Board unanimously recommended approval of the Application for Site Development Plan Approval for the Applicant with the development conditions set forth in Section 2 hereof; and

WHEREAS, the Town Commission conducted a public hearing on June 25, 2020, where it reviewed the recommendations of the Pembroke Park Planning and Zoning Board, the comments of Consultant Planner, the Applicant's representatives, and all interested parties; and

WHEREAS, after review of the evidence presented at the June 25, 2020, Town Commission meeting, the Town Commission has determined that the Application for Site Development Plan Approval for Riking Enterprises IV, LLC meets the requirements of Section 20, of Pembroke Park Code of Ordinances relating to site plan approval.

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

Section 1: That the Application for Site Development Plan Approval of Riking Enterprises IV, LLC, a Florida limited liability company, for construction of a single-story industrial building consisting of approximately 28,582 square feet of gross building area as indicated in the Site Development Plan dated May 27, 2020, for that certain real property located at Commerce Center Way and SW 37 Terrace, Pembroke Park, Florida and more fully described as follows:

TRACT 1A WESTWIND III, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN THE PLAT BOOK 182, PAGE

25, OF THE PUBLIC RECORDS OF BROWARD COUNTY,
FLORIDA

is hereby approved subject to the development conditions contained in Section 2 hereof.

Section 2: The approval of the Site Development Plan for Riking Enterprises IV, LLC, for the Subject Property is contingent upon compliance with the following conditions:

a) This project approval is based on the Town Commission granting a Parking Reduction Order for the requested 38 parking spaces (54 spaces required by Code). Michael Miller Planning Associates, Inc. (“MMPA”) does not object to this request based on the Applicant’s study and previous Town approvals. If this parking reduction is not approved the Site Development will need to be modified accordingly to provide additional parking spaces.

b) The Subject Property cannot be re-subdivided without the prior written approval of the Town (Re-Subdivision Survey). Any newly created site must be able to stand alone and meet all applicable land development criteria (setbacks / parking / open space / etc.).

c) The preliminary exterior building colors submitted appear to comply with the Town’s Official Paint Color Palette. Prior to painting the exterior of the buildings, the Applicant shall submit a separate Town Color application for formal approval by the Consultant Planner.

d) Section 5-103(p), Pembroke Park Code of Ordinances, requires all non-residential buildings to avoid the appearance of a “box-like” structure. Sloped roof surfaces are strongly encouraged. While the proposed structure does not include sloped roof surfaces there are multiple building undulations with varying roof heights and architectural design. The Town has the latitude to approve alternatives if deemed acceptable. MMPA recommends the Town approve the architectural design as submitted, as enhanced building articulation has been

provided. If the Town does not approve the current building architectural design, the Applicant shall modify the plans accordingly prior to approval.

e) Prior to the issuance of a building permit for the principal building shown on the Site Development Plan, the platted “blanket” access / utility easement depicted on the Westwind III plat, which extends 47 feet into the Subject Property, must be formally vacated and a new replacement access / utility easement over Commerce Center Way recorded in the public records.

f) The Town’s Public Services Department has required that the Applicant grant a 10-foot-wide utility easement to the Town along the entire south boundary line and north boundary line of the Subject Property prior to the issuance of building permits.

g) Appropriate signage shall be installed at the site as determined by the Public Services Department to direct truck traffic to travel northbound on Commerce Center Way to Coca Cola (aka SW 20th Street) and northbound on SW 40th Avenue to Pembroke Road. Tractor Trailer truck access from Hallandale Beach Boulevard shall be discouraged. In addition, Tractor Trailer truck traffic on SW 28th Avenue, SW 25th Street and SW 40th Avenue from Hallandale Beach Boulevard to Coca Cola Drive (aka SW 20th Street) shall be discouraged by the use of signage and other means required by the Public Services Department. The Town reserves the right to require further truck traffic prohibitions, which shall be done at the Applicant’s expense, including instructing its law enforcement officers to issue traffic citations to vehicle operators that violate these truck traffic requirements.

h) Prior to the issuance of building permits, the Applicant shall pay all required Broward County and Town impact fees, connection fees and building permit fees.

i) This Site Development Plan approval will expire 18 months from the date of Town Commission approval in accordance with Section 20-25, Pembroke Park Code of Ordinances, if no valid building permit for the principal building has been issued and kept in force.

Section 3: That all the development conditions contained in the Section 2 hereof for the Site Development Plan for Riking Enterprises IV, LLC must be complied with prior to the issuance of a Certificate of Occupancy for the structure.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th day of June, 2020.

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

GEOFFREY JACOBS

Town of Pembroke Park
Resolution No. 2020-082

Clerk-Commissioner

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**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Commissioners
Town of Pembroke Park

From: Michael J. Miller, AICP *mm*
Consultant Town Planner

Date: June 15th, 2020

Subject: Site Development Plan Application
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way
Western Portion of Westwind III Plat
Pembroke Park Acct. No.: 20-303
MMPA Acct. No.: 00-1101-1113A

RECOMMENDED ACTION

MMPA recommends the Town Commission review this staff report, the most recent revised plans received May 27th, 2020 and, if found acceptable, **APPROVE** the proposed Site Development Plan application, subject to any recommended conditions listed herein, other conditions deemed appropriate, or site plan alterations.

PROJECT REVIEW HISTORY

On January 30th, 2020 the project architect (AR Architecture, LLC) and project engineer (Sun Tech Engineering, Inc.), as agents for the property owner, Riking Enterprises IV, LLC (Ricardo Kuperman / Waldy Polizzi) submitted a Site Development Plan application to the Town to allow for the construction of a 1-story / 28,582 sq. ft. industrial building (24,295 sq. ft. industrial warehouse / 4,287 sq. ft. accessory office use (15%)). After receipt of the application package MMPA reviewed the initial documents and site design and determined on February 13th, 2020 that the application was "complete", even though a few issues were identified and moved forward to the DRC for more comprehensive staff review. The Town's DRC held a meeting on February 21st, 2020 at which time the application was "approved" subject to those minor corrections requested by the DRC members being made. Several subsequent plan check-sets were submitted and reviewed. The few remaining issues were satisfied and the Site Development Plan application is ready for final review by the PZB and Town Commission. The PZB met on June 11th, 2020 and unanimously (4-0) recommended **APPROVAL** subject to staff conditions.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way
June 15th, 2020
Page 2**

GENERAL PROJECT INFORMATION

Land Use Designation: I - Industrial
Zoning District: M -1 Industrial District
General Location: North of the 3799 HBB (Westwind Contracting) Site
East of SW 38th Avenue
West of Commerce Center Way
Legal Description: Tract "1A" of the Westwind III Plat, according to the plat thereof, as recorded in Plat Book 182, Page 25, of the public records of Broward County, Florida. Containing 88,875 square feet / 2.03 gross acres.

PROJECT DESCRIPTION

The project architect (AR Architecture, LLC) / project engineer (Sun Tech Engineering, Inc.) / project landscape architect (LBLA, Inc.), as agents for the property owner, Riking Enterprises IV, LLC (Ricardo Kuperman / Waldy Polizzi) has submitted a Site Development Plan application to the Town for a proposed 1-Story / 28,582 sq. ft. industrial building, with 24,295 sq. ft. Industrial warehouse and 4,287 sq. ft. accessory office (15%). The 2.03-acre site (gross) is located on Tract 1A of the Westwind III Plat, which is located about 175' north of Hallandale Beach Boulevard (HBB), east of SW 38th Avenue, west of Commerce Center Way, and south of SCC Bldg. #1. This is the last remaining industrial site in this development area (SCC Bldg. #2 and #3 have submitted BP applications to the Town – north of SCC Bldg. #1). The site is not technically part of the SCC.

The proposal includes one (1) rectangular-shaped industrial warehouse building that is essentially a tall 1-story structure (30'+/- to top of roof). The building is oriented north / south near SW 38th Avenue with the building activity areas (truck access & parking lot) facing east along Commerce Center Way. The developer will construct a new 10' tall pre-fab decorative screen wall along the west property line adjacent to SW 38th Avenue matching the new SCC wall behind Bldg. #1, along SW 25th Street and along SW 40th Avenue together with required landscaping.

This site will have vehicular access only to Commerce Center Way on the east side of the site via two (2) driveways. A single pedestrian / F-D emergency access gate is proposed through the buffer wall along SW 38th Avenue as requested by BSO. Commerce Center Way is a private roadway extending from HBB through the subject site extending to Coca Cola Drive (aka SW 20th Street). The road was established via private access / ingress / egress easements. Under Broward County / Town regulations roadways in industrial areas must have at least 60' of road right-of-way and 30'+/- of pavement for large truck traffic maneuvering. This was provided in the SCC development north of the subject site and from HBB to the subject site from the south. The Westwind III Plat originally included a blanket cross-access / utility easement which encumbered a portion of the subject site (east 47'). When the SCC #4 site was developed the blanket easement was vacated and a replacement easement was to be recorded (60' for CC Way). The Town Commission has already acted on this – waiting for Town Attorney confirmation / copies of original easement that was vacated / new easement recording information.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way
June 15th, 2020
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The applicant has also applied for a Parking Reduction to decrease the required parking from 54 parking spaces to 38 parking spaces based on a similar engineering formula the Town has allowed for other new "big-box" warehouse complexes in the area (1 space per each 750-1,000 sq. ft.). The Town's Parking Code requirement for industrial uses (1:600 sq. ft.) was established decades ago and is more appropriate for the older small-scale industrial developments along Park Road and near I-95. Also, within the Commerce Center Way 60-foot wide cross-access easement will be a utility easement, so that potable water / sanitary sewer / FPL / other services can exist.

The proposed industrial warehouse complex will include 28,582 square feet of building area with up to 4,287 square feet of the floor area (approx. 15%) being used as accessory office space. Broward County / Town limit the amount of accessory office use in industrial complexes to no more than 30% of the gross floor area; however, due to the request for fewer parking spaces only 15% is provided. The applicant has simultaneously submitted a Parking Reduction request that will be reviewed / processed with the Site Development Plan application.

The Landscaping Plan includes a variety of trees / shrubs / ground cover / grass along the perimeter and within the interior of the site / parking areas. The landscape design will match the new SCC landscape design creating a consistent planned appearance. The proposed landscaping meets or exceeds the Town's minimum landscape requirements.

COMPREHENSIVE PLAN / ZONING ANALYSIS

Comprehensive Plan

The Town's adopted Comprehensive Plan Future Land Use Map (FLUM) identifies the site for "I" Industrial development. The list of allowable uses includes industrial warehousing, storage, etc. The proposed land uses are deemed consistent with the Comprehensive Plan / FLUM.

Land Development Regulations / Zoning Code

The Town's adopted Official Zoning Map identifies the site in the M-1 Industrial Zoning District. In February 2015, the Town adopted Ordinance No. 15-02-03 which amended the list of permitted, prohibited and special exception uses. Industrial warehousing with accessory office uses are listed as permitted uses. These zoning regulations will control the types of future land uses that may occupy the buildings. As each bay of the building is built-out and tenants are selected the Town will examine each Business Tax Receipt (BTR) application to ensure compliance with Code allowances.

PLATTING

The site will not require re-platting, as the site is currently legally platted as described above. Please note that no re-subdivision is permitted in the future without the Town's prior written consent. If sites are to be "split" in the future, each site must be able to stand alone as to building setbacks, off-street parking, pervious open space, etc. This would not prohibit the development from being sold as a condominium style ownership (bays / common areas) with common maintenance and management.

Michael Miller Planning Associates, Inc.

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Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
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RIGHT-OF-WAY AND ACCESS DESCRIPTION

The main roadway access to this industrial warehouse will be through one (1) two-way / 30'+- wide pavement private roadway within a recorded 60' ingress / egress easement – Commerce Center Way. This private roadway spans between Hallandale Beach Blvd. and Coca Cola Drive (aka SW 20th Street). At the roadway's intersection with Hallandale Beach Boulevard only right-in / right-out traffic movements will occur, as there is a raised concrete median on Hallandale Beach Blvd. at this location. At the roadway's intersection with Coca Cola Drive both eastbound and westbound traffic movements can occur. Coca Cola Drive (aka SW 20th St.) is a privately owned 60' wide roadway. A recorded roadway easement exists along its full length with access rights granted to all adjoining sites (Coca Cola / Seneca Industrial Park / Westwind II / Seneca Commerce Center / Westwind III).

CONCURRENCY ISSUES

Potable Water / Wastewater - Based on the development level indicated in the development plan the proposed project, according to the Town's LDR criteria, would generate a need of about 3,333 gallons per day for potable water and the same 3,333 gallons per day for wastewater. The Town has large user agreements for both Potable Water (Broward County) and sanitary sewer treatment (Hollywood). Based on the probable demand, the operating and plant capacities of potable water and wastewater are sufficient and can serve the development without expansion. The new potable water and sanitary sewer lines and pumping facilities installed along Commerce Center Way are sufficient and sized to serve this site as well. Eight (8") inch water mains exist on both Commerce Center Way and SW 38th Avenue. A new six (6") inch sanitary sewer line will connect from the SCC #5 building to an existing 8-inch gravity main on Commerce Center Way flowing northward.

Transportation System – Based upon Trip Generation Characteristics provided in the Institute of Transportation Engineers (ITE) Trip Generation Manual (#110), the proposed development is expected to generate about 50 daily trips on average, and about 5 AM Peak Hour trips / 6 PM Peak Hour trips. The proposed warehouse development with ancillary office use is not expected to have a significant impact on the existing levels of service on roadways in the area. This project was reviewed by Broward County for impacts on regional roadway network during the platting process and impact fees will be assessed at the time of Building Permit. The plat associated with this project allocated up to 40,000 square feet of industrial use for this site – the actual square footage will be much lower (71% of allowance). Hallandale Beach Boulevard (HBB) is currently a 4LD roadway near this site with a LOS "D" roadway capacity of about 32,400 TPD. The current traffic volume according to FDOT (2019) is about 37,000 TPD at this location resulting in a V/C ratio of 1.14 or LOS "E". Although the preferred LOS is "D" under the County's / Town's current concurrency analysis the County's transportation concurrency system is geared toward transit use and a pay-and-go impact fee payment. HBB may have to be widened to 6 lanes in the future if redevelopment intensity / traffic volumes continue to increase – this is why additional right-of-way is obtained at the time of platting / site plan approval – to eventually accommodate 6 travel lanes. Given this analysis the proposed project meets the current traffic concurrency requirements of the Town / County.

Stormwater System – The applicant has submitted plans and calculations showing that they will comply with the Town's LOS criteria (25-year storm event @ 24-hour duration). Prior to development the developer will also have to obtain a Broward County drainage permit. The proposed site lies within the Seneca Commerce Center Master Surface Water Management

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way
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Permit (SWM2010-035-5) which was issued in July 2017. In accordance with the permit, this parcel is to provide pretreatment of the first ½" of runoff in exfiltration trenches prior to discharging into the master drainage system. Currently a 24" RCP drainage pipe is stubbed out to connect to this site. This pipe ties into the existing 7-acre lake that was constructed as part of the first phase of Seneca Commerce Center (SCC) to accommodate water quality and quantity. The 7-acre lake is connected to Meekins Lake, which eventually flows easterly to several pumping stations (Town / FDOT) and finally to an ocean outfall near Hollywood Boulevard.

Solid Waste - Based on the site plan data listed, this development would generate about 529 pounds of solid waste per day. The Town's solid waste service provider is Waste Management. At this time sufficient service / capacity exists.

BUILDING AND ARCHITECTURAL DESIGN COMMENTS

Section 5-103 (p) of the Town Code requires all non-residential buildings to avoid the appearance of a "box-like" structure. Sloped roof surfaces for appearance are strongly encouraged. While the proposed building does not include sloped roof surfaces there is building undulations with varying roof heights and enhanced projected architectural details. The Town has the latitude to approve alternatives if deemed acceptable – enhanced architecture). The proposed architectural design is similar to the original SCC. Based on the architectural enhancements MMPA recommends approval.

COMMENTS / STAFF RECOMMENDATION

MMPA recommends **APPROVAL** of the proposed Site Development Plan prepared by project architect (AR Architecture, LLC) / project engineer (Sun Tech Engineering, Inc.) / project landscape architect (LBLA, Inc.) based on the plans received dated May 27th, 2020 to allow for the construction of a 1-story / 28,582 sq. ft. industrial building complex with 24,295 sq. ft. of Industrial warehouse use and up to 4,287 sq. ft. accessory offices (15%) subject to the following conditions:

- 1) **Parking Reduction** - This project approval is based on the Town Commission granting a Parking Reduction Order for the requested 38 parking spaces (54 spaces required by Code). MMPA does not object to this request based on the applicant's study and previous Town approvals. If this parking reduction is not approved the Site Development will need to be modified accordingly to provide additional parking spaces.
- 2) **Re-subdivision of Site** - The site cannot be re-subdivided without the prior written approval of the Town (Re-subdivision Survey). Any newly created site must be able to stand alone and meet all applicable land development criteria (setbacks / parking / open space / etc.).
- 3) **Exterior Building Colors** – The preliminary exterior building colors submitted appear to comply with the Town's Official Paint Color Palette. Prior to painting the exterior of the buildings, the applicant shall submit a separate Town Color application for formal approval by the Town Planner.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way
June 15th, 2020
Page 6**

- 4) **Building Architecture** – Section 5-103(p) of the Town Code requires all non-residential buildings to avoid the appearance of a “box-like” structure. Sloped roof surfaces are strongly encouraged. While the proposed structure does not include sloped roof surfaces there are multiple building undulations with varying roof heights and architectural design. The Town has the latitude to approve alternatives if deemed acceptable. MMPA recommends the Town approve the architectural design as submitted, as enhanced building articulation has been provided. If the Town does not approve the current building architectural design, the applicant shall modify the plans accordingly prior to approval.
- 5) **Replacement Access & Utility Easements** – Prior to the issuance of a Building Permit for the principal building shown on the Site Development Plan the platted “blanket” access / utility easement depicted on the Westwind III plat, which extends 47' into the subject site, must be formally vacated and a new replacement access / utility easement over Commerce Center Way recorded in the public records.
- 6) **New Utility Easements** – As requested by the Town's Public Services Department the developer must grant a 10' wide utility easement to the Town along the entire south property line and north property line prior to the issuance of Building Permits.
- 7) **Truck Traffic** - Appropriate signage shall be installed at the site as determined by the Public Services Department to direct truck traffic to travel northbound on Commerce Center Way to Coca Cola (aka SW 20th Street) and northbound on SW 40th Avenue to Pembroke Road. Tractor Trailer truck access from Hallandale Beach Boulevard shall be discouraged. In addition, Tractor Trailer truck traffic on SW 38th Avenue, SW 25th Street and SW 40th Avenue from Hallandale Beach Boulevard to Coca Cola Drive (aka SW 20th Street) shall be discouraged by the use of signage and other means required by the Public Services Department. The Town reserves the right to require further truck traffic prohibitions, which shall be done at the owner's expense, including instructing its police officers (BSO) to cite truck drivers. (added post PZB meeting mistakenly left out)
- 8) **Impact Fee Payments** – Prior to the issuance of building permits the developer / owner shall pay all required Broward County and Town impact fees, connection fees and Building Permit fees.
- 9) **Site Plan Expiration** - This Site Development Plan approval will expire 18 months from the date of Town Commission approval in accordance with Section 20-25 of the Code if no valid Building Permit for the principal building has been issued and kept in force.

PLANNING AND ZONING BOARD ACTION

The Planning and Zoning Board reviewed the proposed Site Development Plan at their June 11th, 2020 meeting, discussed the matter, and voted unanimously (4-0) to recommend **APPROVAL** of the application to the Town Commission, subject to the following conditions:

- (1) The Site Development Plan is subject to the above listed MMPA conditions.

Michael Miller Planning Associates, Inc.

Property Id: 514229110010

**Please see map disclaimer



June 3, 2020

1:2,421
0 112.5 225 450
0 30 60 120 m

Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Proper

SP

TOWN OF PEMBROKE PARK

APPLICATION FOR SITE PLAN APPROVAL

Date: Jan. 30, 2020

Case No: 20-303

Receipt No.: 1307

Fee: (1) Major: The initial cost recovery fee shall be \$7,500.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the above referenced fee shall be non-refundable.

(2) Minor: The initial cost recovery fee shall be \$1,750.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the above referenced fee shall be non-refundable.

In addition to this application for Site Plan approval, the Applicant shall supply the documentation required by Section 20-16 of the Town's Code of Ordinances as well as the Town's Site Plan Submission Checklist. The Site Plan Checklist is available from the Town Planner.

Petitioner: Riking Enterprises IV, LLC

Address: 3799 W. Hallandale Beach Blvd

City: Pembroke Park, FL 33023

Phone: (954) 275-4576

If Petitioner is not the Owner, Name of Owner: _____

Signature of Petitioner: [Signature]

Present Zoning District: M-1 Present Future Land Use Map (FLUM) Designation: Industrial

Address of Property: Commerce Center Way/SW 37th Terrace (next door on the south side to 2500 Commerce Center Way),
Pembroke Park, FL 33023

Legal Description of Property (Plat Book/Page or Metes and Bounds): Westwind Plat III 182-22 B Tract 1A

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner/agent of the subject lands described above in the application for Site Plan Approval, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to described property at reasonable times by Town personnel, for the purpose of verification of information provided by owner/agent.

Signature of owner/agent: [Signature] Sworn to and subscribed before
me this 24 day of January, 20 20 by Waldemar Polizzi

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: [Signature]

Type or Print Name: Stacy Peterson



FOR STAFF USE ONLY

Planning and Zoning Date: _____ () Approved () Denied () Approved with conditions

Town Commission Date: _____ () Approved Resolution No. _____
() Denied () Approved with conditions

Last Revised 10/09/2003

1367

63-7514031 10950
2000062380481

RIKING ENTERPRISES LLC
RICARDORIKING@YAHOO.COM.BR
0254 805 8003

DATE 1/29/20

PAY TO THE ORDER OF TOWN OF PEMBROKE PARK \$ 7,500.00

SEVEN THOUSAND, FIVE HUNDRED 00/100 DOLLARS

FOR APPLICATION FOR SITE PLAN APPROVAL

RIKING ENTERPRISES IV, LLC

00000001367# 1053107513# 2000062380481#

Town of Pembroke Park
Building Department
JAN 30 2020
RECEIVED

1/23/2020

Detail by Entity Name

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
RIKING ENTERPRISES IV LLC

Filing Information

Document Number L11000140485
FEI/EIN Number N/A
Date Filed 12/14/2011
State FL
Status ACTIVE

Principal Address

700 S. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Mailing Address

700 S. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Registered Agent Name & Address

SG REGISTERED AGENT
200 E. Palmetto Park Road Suite 103
Boca Raton, FL 33432

Address Changed: 07/07/2015

Authorized Person(s) Detail

Name & Address

Title MGR

KUPERMAN, RICARDO
700 S. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Title Authorized Representative

Polizzi Neto, Waldemar
3799 W. Hallandale Beach Blvd
Pembroke Park, FL 33023

Title President

Kuperman, Bernardo Korman

Town of Pembroke Park
Building Department
JAN 20 2020
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700 S. FEDERAL HIGHWAY, SUITE 200
BOCA RATON, FL 33432

Annual Reports

Report Year	Filed Date
2018	03/19/2018
2019	04/05/2019
2019	09/21/2019

Document Images

09/21/2019 - AMENDED ANNUAL REPORT	View image in PDF format
04/05/2019 - ANNUAL REPORT	View image in PDF format
03/19/2018 - ANNUAL REPORT	View image in PDF format
03/27/2017 - ANNUAL REPORT	View image in PDF format
02/28/2016 - ANNUAL REPORT	View image in PDF format
04/28/2015 - ANNUAL REPORT	View image in PDF format
03/24/2014 - ANNUAL REPORT	View image in PDF format
04/22/2013 - ANNUAL REPORT	View image in PDF format
02/07/2012 - ANNUAL REPORT	View image in PDF format
12/14/2011 - Florida Limited Liability	View image in PDF format

Town of Pembroke Park
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JAN 20 2020
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Florida Department of State, Division of Corporations



Town of Pembroke Park
Building Department

33432	ID #	5142
	Millage	
	Use	

33432	ID #	5142
	Millage	
	Use	

33432	ID #	5142
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33432	ID #	5142
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33432	ID #	5142
	Millage	
	Use	

CONCURRENCY IMPACT ANALYSIS REPORT SENECA INDUSTRIAL BUILDING 5

The proposed project is located north of Hallandale Beach Blvd. and east of SW 38th Ave. consisting of a total of 2.03 Acres (gross) and 1.38 Acres (net). One grade level Industrial/Warehouse building totaling 28,594 square feet of development is proposed. The proposed office component shall be 4,289 square feet and the warehouse component 24,305 square feet.

The following information is submitted as required in Section 13.5-50 of the Town of Pembroke Park Code of Ordinances, providing guidelines and requirements to ensure the adopted level of services (LOS) standards have been met in accordance with Town's Comprehensive Plan.

Section 13.5-51 Potable Water

The office component of 4,289 square feet will generate 903 Gallons Per Day ($4,289\text{sf}/100 = 43 \text{ people} \times 21 \text{ Gallons Per Day Per Person} = 903 \text{ Gallons Per Day}$).

The Warehouse component of 24,305 square feet will generate 2,431 Gallons Per day ($24,305\text{sf} \times 0.10 \text{ Gallons Per Day Per Square Foot} = 2,431 \text{ Gallons}$).

The total potable water demand shall be 3,334 Gallons Per Day
Per conversation with Jeremy Seiden of Broward County Water and Wastewater Engineering Division, the proposed project potable water demand can be accommodated by their system.

Section 13.5-52 Wastewater Treatment

The office component of 4,289 square feet will generate 903 Gallons Per Day ($4,289\text{sf}/100 = 43 \text{ people} \times 21 \text{ Gallons Per Day Per Person} = 903 \text{ Gallons Per Day}$).

The Warehouse component of 24,305 square feet will generate 2,431 Gallons Per day ($24,305\text{sf} \times 0.10 \text{ Gallons Per Day Per Square Foot} = 2,431 \text{ Gallons}$).

The total wastewater demand shall be 3,334 Gallons Per Day
Per meeting with Town of Pembroke Park staff, there is sufficient capacity to accommodate the project.

Town of Pembroke Park
Building Department
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Section 13.5-53 Transportation System

Based upon Trip Generation Characteristics provided in the Institute of Transportation Engineers, the proposed development of 28,594 square feet of warehouse is expected to generate 50 daily trips, 5 AM peak hour trips and 6 PM peak hour trips

The proposed development consisting of 28,594 square feet of warehouse with ancillary office use is not expected to have a significant impact on the existing levels of service on local roadways. This project was reviewed by Broward County for impacts on the regional roadway network during the platting process. The Plat associated with this project is WESTWIND III PG182 PG 22-25. This proposed project is Tract 1A of said plat and is restricted to 40,000SF of industrial. Given this the proposed project meets the traffic concurrency requirements of the Town of Pembroke Park and Broward County

Section 13.5-54 Drainage System

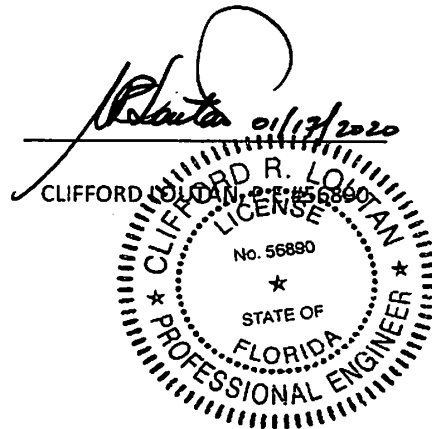
The proposed site lies within the Seneca Commerce Center Master Surface Water Management Permit (SWM2010-035-5) which was issued in July of 2017. In accordance with the permit, this parcel is to provide pretreatment of the first ½" of runoff in exfiltration trench prior to discharging into the master drainage system. Currently a 24" RCP drainage pipe is stubbed out to connect to. This pipe ties into the existing 7 acres lake that was constructed as part of the first phase of Seneca Commerce Center to accommodate water quality and quantity. A control structure will the control discharge out of the 7 acre lake prior to discharging into the large existing Seneca Lake to the east.

Section 13.5-55 Solid Waste

The following represents the anticipated quantity of solid waste that will generated per day from the development

Office Component: 4,289 square feet @ 1 lb. per 100 square feet = 43 lbs

Warehouse Component: 24,305 square feet @ 2 lb. per 100 square feet = 486 lbs.





WASTE MANAGEMENT
1001 Fannin, Suite 4000
Houston, TX 77002
(713) 512-6200

Hello,

This letter serves confirm that the site plans drafted to illustrate trash enclosures at the below address (es) meet the recommended specifications to accommodate a dumpster:

2700 COMMERCE CENTER WAY,PEMBROKE PARK,FL,US,33023

Best regards,

W. Riker Nieman
Environmental Solutions Specialist
Waste Management

A

SW 7015
Repose Gray

REPOSE GRAY
SW 7015

B

SW 7016
Mindful Gray

MINDFUL GRAY
SW 7016

C

SW 9164
Illusive Green

ILLUSIVE GREEN
SW 9164

D

SW 7005
Pure White

PURE WHITE
SW 7005

E

SW 7646
First Star

FIRST STAR
SW 7646

Town of Pembroke Park
Building Department

RECEIVED

AR Architecture, LLC.

Phone: (691) 241-0370
info@ar-architecturefirm.com

TITLE:

PAINT COLOR SCHEDULE
SENECA INDUSTRIAL BUILDING #5

DATE: 2020-01-20

SCALE: N.T.S.

RESOLUTION NO. 2020-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PARKING REDUCTION APPLICATION SUBMITTED BY RIKING ENTERPRISES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR CERTAIN REAL PROPERTY LOCATED IN TRACT 1A, WESTWIND III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 182, PAGE 22, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR RECORDING OF PARKING REDUCTION ORDER IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, RIKING ENTERPRISES IV, LLC, a Florida limited liability company, (“Applicant”) has submitted an Application for Parking Reduction to the Town of Pembroke Park requesting a waiver from the parking space requirements of Section 28-301, Pembroke Park Code of Ordinances, to allow for a reduction in the required number of parking spaces from 54 parking spaces to 38 parking spaces for certain real property located in Pembroke Park, Florida as more fully described in Section 1 hereof (“Subject Property”); and

WHEREAS, Applicant filed a Site Development Plan application concurrently with this Application for Parking Reduction which indicates Applicant intends to construct a 28,582 square foot industrial warehouse facility on the Subject Property; and

WHEREAS, Applicant has submitted a traffic study prepared by McMahon Associates, Inc, a State of Florida licensed traffic engineer, dated June 2, 2020, which indicates that the proposed use of the Subject Property will not create the demand for the number of parking spaces required in Section 28-301, Pembroke Park Code of Ordinances; and

WHEREAS, the Town of Pembroke Park Planning and Zoning Board reviewed the Application for Parking Reduction at their meeting held on June 11, 2020, and recommended approval of the reduction in the number of required parking spaces from 54 parking spaces to 38

parking spaces subject to the conditions cited by Consultant Planner Michael Miller Planning Associates, Inc., which are incorporated in Section 2 of this Resolution; and

WHEREAS, the Pembroke Park Town Commission reviewed the Application for Parking Reduction, the information presented at the Planning and Zoning Board meeting, and the presentation of the Consultant Planner who explained the basis of the parking spaces reduction application at their meeting on June 25, 2020; and

WHEREAS, all interested parties were provided an opportunity by the Pembroke Park Town Commission to comment on the proposed parking space reduction request at the June 25, 2020 Town Commission meeting; and

WHEREAS, the Pembroke Park Town Commission having reviewed the evidence presented, has determined that the Applicant has met the criteria required by Section 28-301.2, Pembroke Park Code of Ordinances, and that the Application for Parking Reduction may be approved.

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

Section 1: That the Application for Parking Reduction of Riking Enterprises IV, LLC, a Florida limited liability company, for a waiver from the requirements of Section 28-301, Pembroke Park Code of Ordinances, to allow for a reduction in the required parking spaces from 54 parking spaces to 38 parking spaces for the real property legally described as follows:

TRACT 1A, WESTWIND III, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 182, PAGE 22, OF
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

be and the same is hereby approved.

Section 2: That the parking space reduction approval from 54 required parking spaces to 38 parking spaces is conditioned upon the Subject Property being developed as shown

in the final Site Development Plan for the Subject Property submitted May 27, 2020, and approved by the Town Commission on June 25, 2020.

Section 3: That this Resolution approving the Parking Reduction Application for the Applicant shall serve as the Parking Reduction Order described in Section 28-301.2(f), Pembroke Park Code of Ordinances, and the Clerk-Commissioner is directed to record a certified copy of this Resolution in the public records of Broward County, Florida.

Section 4: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

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

Section 6: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th day of June, 2020.

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

GEFFOREY JACOBS
Clerk-Commissioner

L:\Mollie\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- Riking Enterprises Parking Reduction_FN24774E.docx

**TOWN OF PEMBROKE PARK
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor & Town Commissioners
Town of Pembroke Park

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: June 15th, 2020

Subject: Off-Street Parking Reduction Request
Seneca Industrial Building #5 (aka Referred to as SCC Bldg. #5)
2700 Commerce Center Way - Western Portion of Westwind III Plat
Pembroke Park Acct. No.: 20-432
MMPA Acct. No.: 00-1101-1113B

RECOMMENDED ACTION

MMPA recommends the Town Commission review the contents of this staff report, the applicant's traffic engineering study, and if deemed acceptable, **APPROVE** the Parking Reduction application to allow for a reduction of the number of parking spaces provided for the proposed Seneca Industrial Building #5 (aka SCC Bldg. #5) industrial complex. The applicant's request is to provide 38 parking spaces (54 required by Code).

PROJECT REVIEW HISTORY

On 1/30/20 the project architect (AR Architecture, LLC) and project engineer (Sun Tech Engineering, Inc.), as agents for the property owner, Riking Enterprises IV, LLC (Ricardo Kuperman / Waldy Polizzi) submitted a Site Development Plan application to the Town to allow for the construction of a 1-story / 28,582 sq. ft. industrial building (24,295 sq. ft. industrial warehouse / 4,287 sq. ft. accessory office use (15%)). In addition, a request was made for a Parking Reduction Order similar to the ones previously approved by the Town in the nearby Seneca Commerce Center / Westwind II sites. MMPA reviewed the initial documents and site design and determined on 2/13/20 that the application was "complete", even though a few minor issues were identified and moved forward to the DRC for more comprehensive staff review. The Town's DRC held a meeting on 2/21/20 at which time the application was "approved" subject to those minor corrections requested by the DRC members being made. Several subsequent plan check-sets were submitted and reviewed. The few remaining issues were satisfied and the applications were deemed ready for PZB and Town Commission action. The PZB met on 6/11/20 and unanimously (4-0) recommended **APPROVAL** subject to staff conditions.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to SCC Bldg. #5)
Parking Reduction Application
June 15th, 2020
Page 2**

Over the last few years the owners of the so-called Meekins Lake area north of Hallandale Beach Boulevard (HBB), east of SW 40th Avenue, south of Coca Cola Drive and west of the Seneca Industrial Park positioned the site for future development, including receiving a lake fill permit, subdivision plat approvals, and Site Development Plan approvals for the Seneca Commerce Center (SCC) on the west & south sides of Meekins Lake and the Westwind II warehouse complex on the north side of Meekins Lake. The new Seneca Industrial Bldg. #5 site is located between Commerce Center Way and SW 38th Avenue about 175 feet north of HBB. The Westwind III plat includes the Town's 2-acre site (Tract 3), the now completed SCC Bldg. #4 site (Tract 2), the proposed Seneca Industrial Bldg. #5 site (Tract 1A), and the existing Westwind Contracting offices at 3799 HBB (Tract 1B). This new site development (88,758 sq. ft. / 2.03 acres (gross) / 60,212 sq. ft. / 1.38 acres (net) will essentially be the fifth building in the SCC complex.

As stated above, when the Town approved the Site Development Plan approvals for the original SCC and SCC Addition #4, companion Parking Reduction applications were approved for a parking reduction based on a Traffic Engineer's study of existing similar land uses. The original SCC Parking Reduction was approved at 1 space per each 1,040 sq. ft. while the SCC #4 complex was approved at 1 space per each 715 sq. ft. (higher amount of accessory office included). The Town's Off-Street Parking Code would require 54 parking spaces. The applicant is proposing 38 parking spaces on the site or roughly 1 space per each 752 sq. ft. of net floor area (accessory office @ 15% = 14 spaces / industrial @ 85% = 24 spaces).

GENERAL PROJECT INFORMATION

Land Use Designation:	I - Industrial
Zoning District:	M -1 Industrial District
General Location:	North of the 3799 HBB (Westwind Contracting) Site East of SW 38 th Avenue West of Commerce Center Way
Legal Description:	Tract "1A" of the Westwind III Plat, according to the plat thereof, as recorded in Plat Book 182, Page 25, of the public records of Broward County, Florida. Containing 88,875 square feet / 2.03 acres.

PROJECT DESCRIPTION

The project architect (AR Architecture, LLC) / project engineer (Sun Tech Engineering, Inc.) / project landscape architect (LBLA, Inc.) as agents for the property owner, Riking Enterprises IV, LLC (Ricardo Kuperman / Waldy Polizzi) has submitted a Site Development Plan application to the Town for a proposed 1-Story / 28,582 sq. ft. industrial building, with 24,295 sq. ft. Industrial warehouse and 4,287 sq. ft. accessory office (15%). The 2.03-acre (gross) site is located on Tract 1A of the Westwind III Plat, which is situated about 175' north of Hallandale Beach Boulevard (HBB), east of SW 38th Avenue, west of Commerce Center Way, and south of SCC Bldg. #1. This is the last remaining industrial site in this development area (SCC Bldg. #2 and #3 have submitted BP applications to the Town – north of SCC Bldg. #1).

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to SCC Bldg. #5)
Parking Reduction Application
June 15th, 2020
Page 3**

The proposal includes one (1) rectangular-shaped industrial warehouse building that is essentially a tall 1-story structure (30'+/- to top of roof). The building is oriented north / south with the building activity areas (truck access & parking lot) facing east. A new 10' tall pre-fab decorative screen wall along the west property line adjacent to SW 38th Avenue matching the new SCC wall behind Bldg. #1, along SW 25th Street and along SW 40th Avenue together with required landscaping.

This site will have vehicular access only to Commerce Center Way on the east side of the site via two (2) driveways. A single pedestrian / F-D emergency access gate is proposed through the buffer wall along SW 38th Avenue as required by BSO. Commerce Center Way is a private roadway extending from HBB through the subject site extending to Coca Cola Drive (aka SW 20th Street). Commerce Center Way is established via private access / ingress / egress easements. Under Broward County / Town regulations roadways in industrial areas must have 60' of road right-of-way / 30'+/- of pavement for large truck traffic maneuvering. This was provided in the SCC development north of the subject site and from HBB to the subject site from the south. The Westwind III Plat originally included a blanket cross-access / utility easement which encumbered a portion of the subject site (east 47'). When the SCC #4 site was developed the blanket easement was to be vacated and a replacement easement was to be recorded (60' for CC Way). The Town Commission has already acted on this – waiting for Town Attorney confirmation on vacated / new easement recording information.

As to this request, the applicant has applied for a Parking Reduction Order to decrease the required number of parking spaces from 54 parking spaces to 38 parking spaces based on a similar engineering formula the Town has allowed for other new "big-box" warehouse complexes in the area (1 space per each 752 sq. ft.). Also, within the 60-foot wide cross-access easement will be a utility easement, so that potable water / sanitary sewer / FPL / other services can exist.

The proposed industrial warehouse complex will include 28,582 square feet (net leasable) of building area with up to 4,287 square feet of the floor area (approx. 15%) being used as accessory office space. Broward County / Town limit the amount of accessory office use in industrial complexes to no more than 30% of the gross floor area; however, due to the request for fewer parking spaces only 15% is provided.

The applicant provided a Parking Analysis Study prepared by McMahon Associates. The original Study was dated Sept. 27th, 2019; however, the data analysis was felt to be inadequate; therefore, an acceptable update was recently resubmitted. Section 28-301.2 sets forth the Town's Code requirements for Parking Reduction requests. The original McMahon Study was brief and looked at only one developed industrial complex in the Town (Westwind II on Coca Cola Drive) which also received a Parking Reduction approval. The parking usage at that complex was noted to be 1 space per each 1,471 sq. ft. (very low use). The Study data set has now been expanded. The stated purpose in the Study was to determine if the Seneca Bldg. #5 site would have adequate parking based on a ratio of 1:1,000 sq. ft. Based on other Parking Reductions granted by the Town (range 1:715 sq. ft. to 1:1,038 sq. ft.) and real time observations of existing industrial complexes indicates more than adequate parking exists at those ratios. As land uses / tenants change over time this extra surplus would allow flexibility in the future. The SCC Parking Reductions limited the allowable accessory office areas to 12%. The Westwind II Parking Reduction limited the allowable accessory office areas to only 10%. This request for Seneca Bldg. #5 is 15%. Even at that higher office limit adequate parking will exist.

Michael Miller Planning Associates, Inc.

BACKGROUND INFORMATION

The Town adopted its first Off-street Parking Code in August 1973. A great deal of the Town's original industrial development located between Park Road and I-95 predated the above Code; therefore, many older developments lack adequate parking on their sites and modern parking lot design features are lacking. In earlier years either the Broward County or Dania Beach Code provisions were utilized in the Town. Also, direct back-out parking onto a public roadway is now prohibited but was allowed back then. Direct back-out parking onto busy roadways is often dangerous, as motorist visibility is frequently blocked and increased accidents occur.

Prior to April 2003 all requests to reduce the quantity or size of off-street parking spaces were considered by the Town on a case-by-case basis through the Zoning Variance process. This required a lengthy and costly review / public hearing process handled by a Hearing Officer. An applicant had to prove that a not self-created hardship unique to the subject site existed, which was often difficult. The Town's 2003 Code amendment replaced the formal Zoning Variance procedure with a more common Parking Reduction Waiver process, which includes an engineering study and staff analysis, but a legal hardship does not have to exist. Most communities have switched to this less formal waiver process, and it has been gladly received by the development community and property owners.

LAND DEVELOPMENT REGULATIONS / ZONING CODE

The Town's current off-street parking standards are as follows:

- The parking requirements for industrial uses is 1 space for each 600 sq. ft. of floor area contained within a building.
- For office uses the requirement is 1 space for each 300 sq. ft. of floor area with a minimum of 2 spaces for each bay.

APPLICANT'S PARKING STUDY

The applicant's Traffic Engineer contacted MMPA to discuss the study methodology to be used. The applicant studied similar sites (Seneca Industrial Park, Pembroke Commerce Center, Westwind II) and found that the proposed parking at Seneca Bldg. #5 site will exceed the projected demand. The applicant's study found that about 29 parking spaces would be sufficient to serve the proposed development at 1:1,000 sq. ft., while the current site plan design includes 38 parking spaces (1:752 sq. ft.). In addition, the study referenced recommended parking standards from a noted professional engineering association (ITE) and other local governments in South Florida.

TOWN PARKING ANALYSIS

In addition to the applicant's study, MMPA conducted an independent review of the recommended off-street parking standards published by the Institute of Transportation Engineers (ITE). ITE regularly studies many land uses, including various types of industrial uses, and provides recommended parking standards. For general light industrial uses (ITE 110) the recommended

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to SCC Bldg. #5)
Parking Reduction Application
June 15th, 2020
Page 5**

standard is .75 parking spaces for each 1,000 sq. ft. of building floor area. For industrial parks (ITE 130) the recommended standard is 1.27 parking spaces for each 1,000 sq. ft. For manufacturing uses (ITE 140) the recommended standard is 1.02 parking spaces for each 1,000 sq. ft. For warehouse uses (ITE 150) the recommended standard is .51 parking spaces for each 1,000 sq. ft. Based on the proposed Seneca Building #5 sq. ft. and utilizing the ITE standards, the math would require anywhere from 14 parking spaces to 36 parking spaces. As the specific types on tenant uses in each building bay are not known at this time, and could change over time, sufficient parking spaces should be provided for leasing flexibility. Since the current site plan includes 38 parking spaces this is above the highest ITE standard. Therefore, MMPA supports the applicant's findings.

The Town's Code is silent as to the measurement of building square footage (gross vs. net). Gross square feet is the entire building including exterior walls and all indoor spaces, whether they are habitable or not. Net square footage is the building less exterior walls and any interior uninhabitable spaces such as mechanical rooms, elevators shafts, stair towers, and often fixed bathrooms / lobbies / hallways if deemed non-habitable. As MMPA has applied the Town Code for many years the Town has used "net" square footage, as it is more reasonably related to parking demand and this method is recommended by professional engineers / Building Code officials.

Following is summary of the Town Code requirements and applicant's requests:

Required: - The Town's Code would require 54 parking spaces for the industrial and accessory office uses (40 industrial / 14 office).

Requested / Provided - The applicant is requesting to provide 38 spaces (15% office / 85% industrial).

Difference – 16 spaces.

CONCLUSION / RECOMMENDATION

A Parking Reduction study was conducted by McMahon Associates by request of the applicant. The study analyzed existing parking situations at similar industrial sites and concluded that about 29 parking spaces would be needed to satisfy the projected on-site parking needs. MMPA conducted an independent analysis of ITE recommended parking standards and found a range of recommended off-street parking standards for various types of industrial uses. The proposed number of parking spaces is above the highest recommended standard. Since 38 parking spaces are planned to be provided, this amount of parking spaces should easily meet the needs of the project over the years, unless future uses include a much percentage of office uses.

Based upon the above MMPA finds the applicant's parking reduction study to be sufficient and accurate. MMPA recommends that the Town Commission **APPROVE** the Parking Reduction Waiver application subject to the following condition:

- 1) That the Parking Reduction is predicated on the latest Site Development Plans dated received by the Town May 27th, 2020.

Michael Miller Planning Associates, Inc.

**Town of Pembroke Park
Town Commission Staff Report
Seneca Industrial Building #5 (aka Referred to SCC Bldg. #5)
Parking Reduction Application
June 15th, 2020
Page 6**

- 2) Based on the applicant's traffic engineer's parking study and supplemental Town studies, the Town approves the applicant's request for a reduction in the number of required parking spaces from 54 normally required by Town Code to allow for the proposed Seneca Building #5 industrial complex to provide 38 parking spaces.

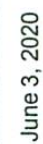
PLANNING AND ZONING BOARD ACTION

The Planning and Zoning Board reviewed the proposed Parking Reduction request at their June 11th, 2020 meeting, discussed the matter, and voted unanimously (4-0) to recommend **APPROVAL** of the application to the Town Commission, subject to the following conditions:

- (1) The Parking Reduction is subject to the above listed MMPA conditions.

Michael Miller Planning Associates, Inc.

****Please see map disclaimer**



A 2



Flight Date : Between Dec 15, 2019 and Jan 26, 2020 Broward County Proper



June 2, 2020

VIA E-MAIL

Bernard Kuperman
Riking Enterprises IV, LLC
3799 W. Hallandale Beach Boulevard
Pembroke Park, FL 33023

**RE: Seneca Industrial Building #5 Parking Analysis
McMahon Project No. L19777.01**

Dear Mr. Kuperman:

McMahon Associates, Inc. (McMahon) has completed a parking analysis to determine if a parking rate of 1.0 space per 1,000 square feet is appropriate for the proposed Seneca Industrial Building #5 (project site), to be located east of SW 38th Avenue and north of Hallandale Beach Boulevard, in the Town of Pembroke Park. The proposed development will include approximately 28,500 square feet of warehouse/office space. This parking analysis includes a survey of the parking accumulation for two buildings located at 3400 and 3500 SW 20th Street, which are located near the project site, in the Town of Pembroke Park, and are a similar use. **Figure 1** graphically depicts the project site location.

Figure 1 Project Site Location



McMAHON ASSOCIATES, INC.
2090 Palm Beach Lakes Boulevard, Suite 400
West Palm Beach, FL 33409
p 561-840-8650 | f 561-840-8590

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

Field Observation/Data Collection

The parking accumulation study was performed at 3400 and 3500 SW 20th Street, located in the Town of Pembroke Park, as graphically shown on Figure 2.

Figure 2 Parking Accumulation Site Location



Per coordination with Prologis, both buildings were fully occupied at the time of the parking accumulation data collection. The parking areas used by patrons of both buildings are located on the north, east, south, and west sides of the site containing both buildings, which includes 158 standard and six (6) handicap parking spaces, for a total of 164 parking spaces. The area in between the buildings is used for loading/unloading. A parking accumulation study was performed on September 25, 2019 from 8:00 AM to 11:00 AM and from 2:00 PM to 6:00 PM. Parking demand was recorded in 15-minute intervals. Results of the study, summarized in Table 1, indicate that the highest accumulation of parked vehicles was 82, which occurred between 10:45 and 11:00 AM.

Table 1 Parking Accumulation Summary

OBSERVATION TIME	OCCUPIED PARKING SPACES		OBSERVATION TIME	OCCUPIED PARKING SPACES		OBSERVATION TIME	OCCUPIED PARKING SPACES	
	HANDICAP	GENERAL		HANDICAP	GENERAL		HANDICAP	GENERAL
8:00 AM	0	52	2:00 PM	0	75	5:00 PM	0	52
8:15 AM	0	55	2:15 PM	0	76	5:15 PM	0	47
8:30 AM	0	60	2:30 PM	0	77	5:30 PM	0	42
8:45 AM	0	64	2:45 PM	0	75	5:45 PM	0	31
9:00 AM	0	67	3:00 PM	0	72			
9:15 AM	0	70	3:15 PM	0	71			
9:30 AM	0	77	3:30 PM	0	73			
9:45 AM	0	78	3:45 PM	0	69			
10:00 AM	0	78	4:00 PM	0	65			
10:15 AM	0	81	4:15 PM	0	64			
10:30 AM	0	76	4:30 PM	0	59			
10:45 AM	0	82	4:45 PM	0	57			

Parking Analysis

Based on information obtained from the Broward County Property Appraiser, attached in **Appendix A**, the surveyed buildings are approximately 60,312 square feet each, for a total of 120,624 square feet. Therefore, a parking rate of 1 space per 1,471 square feet of building was calculated for this site (120,624/82).

Comparable Sites

For comparison purposes, information was obtained on parking reductions approved by the Town of Pembroke Park for other industrial sites in close proximity to the proposed development site. The Town of Pembroke Park has approved parking rates ranging between 1 space per 715 square feet to 1 space per 1,038 square feet, as follows: a) Seneca Industrial Park - 1 space per 725 square feet; b) Seneca Commerce Center - 1 space per 1,038 square feet; c) Seneca Building 4 - 1 space per 715 square feet; and d) Westwind II - 1 space per 750 square feet.

Parking Rates per the Institute of Transportation Engineers (ITE)

The Institute of Transportation Engineers (ITE), *Parking Generation Manual*, 5th Edition was reviewed to determine appropriate parking rates for Industrial sites. Per Land Use 110, the average parking rate is 0.65 per 1,000 square feet, which equates to a parking rate of 1 space per 1,538 square feet.

Conclusions and Recommendations

Based on the collected parking accumulation data and the analysis contained herein, a parking ratio of 1 space per 1,000 square feet of gross leasable area is sufficient for the proposed warehouse/office facility.

Should you have any questions or comments regarding these findings, please do not hesitate to call me.


Natalia Thais Lercar, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908
NTL/cec
Attachments

PARKING
WAIVER

TOWN OF PEMBROKE PARK
APPLICATION FOR PARKING REDUCTION

Date: Jan. 30, 2020
Case No: 20.432
Receipt No.: 1368

Filing Fees:

General: The initial cost recovery fee shall be \$2,500.00 plus the non-administrative costs incurred by the Town in processing the request. \$500.00 of the above referenced fee shall be non-refundable.

In addition to the application for Parking Reduction, the Applicant shall supply the documentation required by Section 28-301.2 of the Town's Code of Ordinances.

Petitioner / Applicant: Riking Enterprises IV, LLC

Address: 3799 W. Hallandale Beach Blvd City: Pembroke Park, FL 33023

Phone: (954) 275-4576 Fax: (954) 961-7222 E-mail: waldyp@westwindcontracting.com

Petitioner's Relation to Subject Property: Owner of the property

If Petitioner is not Owner, Name of Owner: _____

Address of Owner: _____ City: _____

Signature of Petitioner: [Signature]

Address of Property Subject to the Requested Parking Reduction: Commerce Center Way (next door to the south side of 2500 Commerce Center Way)

Legal Description of Property (Plat Book/Page or Metes and Bounds): Westwind Plat III 182-22B Tract 1A

General Vicinity (Provide Map): Attached and included on the traffic analyses study

Site Plan (Provide Plan): Attached

Parking Reduction Request: Reduction to a parking ratio of 1 space per 1,000 square feet of gross leasable area

Parking Study Completed By: McMahon Transportation Engineers & Planners, Project No. L19777.01

OWNER / AGENT CERTIFICATE:

This is to certify that I am the owner / agent of the subject lands described above in the Application for Parking Reduction, and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner / agent specifically agrees to allow access to described property at reasonable times by Town personnel for the purpose of verification of information provided by owner/agent.

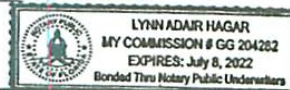
Signature of owner/agent: _____ Sworn to and subscribed before me this 30 day of JANUARY, 2020, by WALDEMAR POLIZZI

☒ He/She is personally known to me or

☐ He/She has presented _____ as identification.

Signature of Notary Public: Lynn Adair Hagar

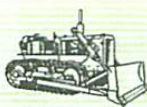
Type or Print Name: LYNN ADAIR HAGAR



FOR STAFF USE ONLY
Planning and Zoning
Town Commission

Date: _____ () Approved () Denied () Approved with conditions
Date: _____ () Approved () Denied () Approved with conditions

Last Revised 10/01/2004

 **RIKING ENTERPRISES LLC**
RICARDORIKING@YAHOO.COM.BR
(854) 805-8003

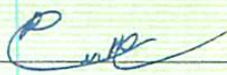
1368
63-751/631 10950
2000062380481

DATE 1/29/20

PAY TO THE
ORDER OF TOWN OF PEMBROKE PARK \$ 2,500.00

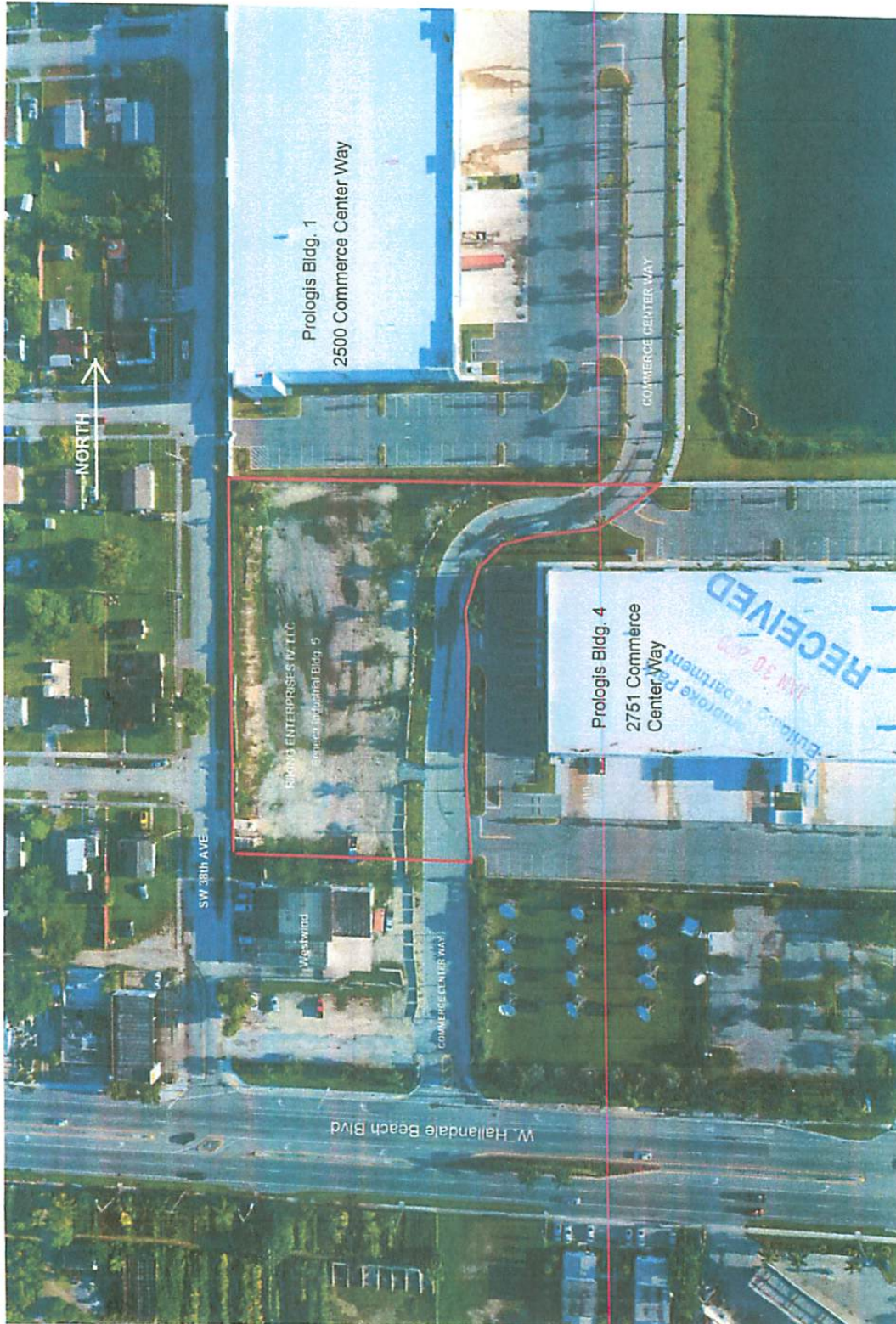
TWO THOUSAND, FIVE HUNDRED 00/100 ——— DOLLARS 

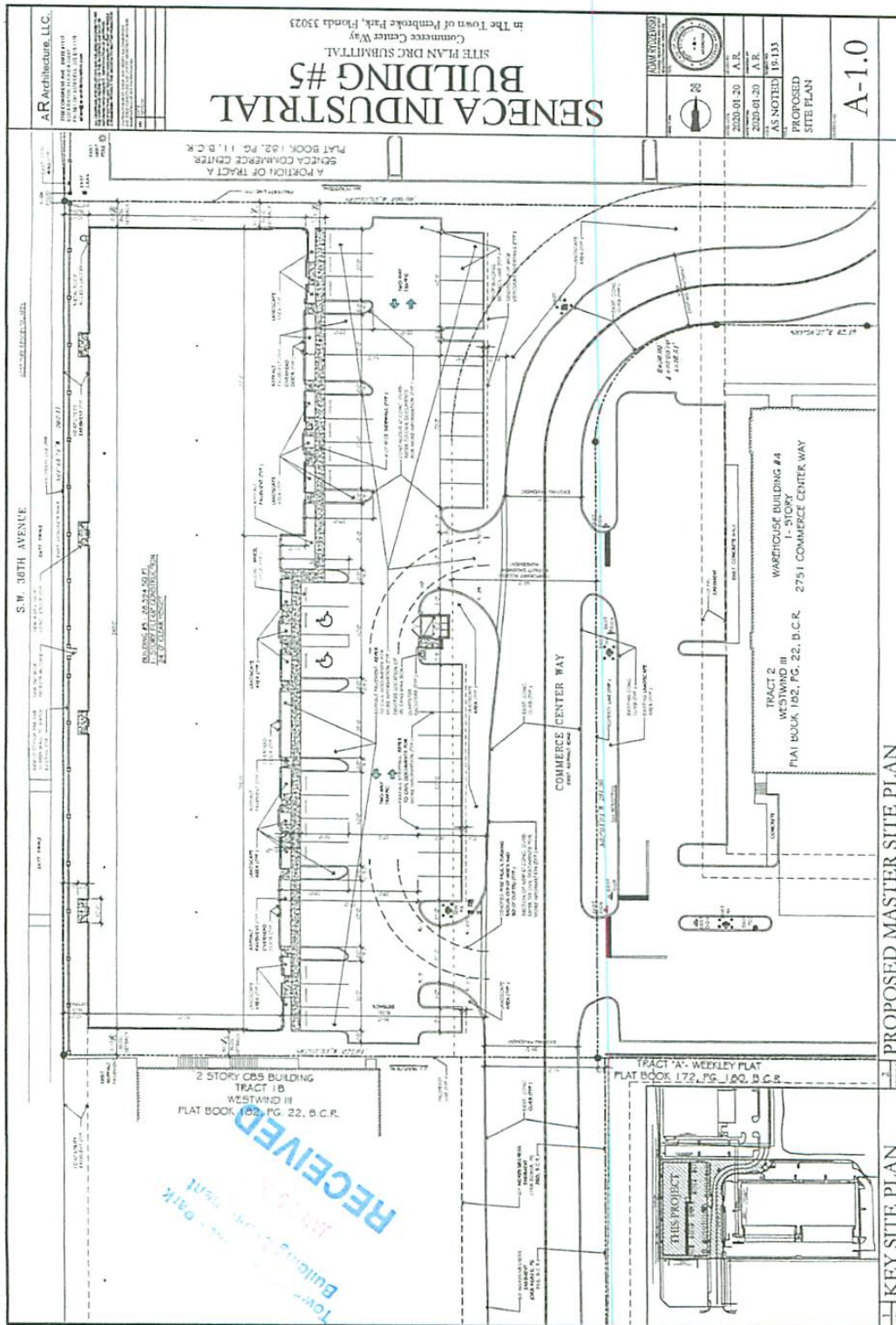
 Wells Fargo Bank, N.A.
Florida
wellsfargo.com

FOR RIKING ENTERP. IV, LLC
APPLICATION FOR PARKING REDUCTION 

⑈0000001368⑈ ⑆063107513⑆ 2000062380481⑈

Town of Pembroke Park
Building Department
RECEIVED







APPENDIX A
BROWARD COUNTY PROPERTY APPRAISER
INFORMATION

Town of Pembroke Park
Building Department
JAN 16 2016

RECEIVED

3400 SW 20 STREET

Page 1 of 1



MARTY KIAR
BROWARD
PROPERTY APPRAISER

Town of Pembroke Park
Building Department

RECEIVED

Site Address	3400 SW 20 STREET, PEMBROKE PARK FL 33023	ID #	5142 20 18 0010
Property Owner	IRBA LLC	Millage	0613
Mailing Address	1401 BRICKELL AVE STE 500 MIAMI FL 33131-3507	Use	48
Abbr Legal Description	WESTWIND II PLAT 177-61 B POR PAR A DESC AS: COMM NW COR PAR A, NE 327.50 TO POB, NE 327.50, SE 500, SW 335.58, NW 499.87 TO POB, LESS POR OF SAID PAR A DESC AS: COMM AT NW COR PAR A, E 427.23, S 60.99 TO POB; E 168, S 359, W 168, N 359 N TO POB		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$361,870	\$6,531,430	\$6,893,300	\$6,893,300	
2018	\$361,870	\$6,320,820	\$6,682,690	\$6,535,760	\$141,636.74
2017	\$361,870	\$5,633,980	\$5,995,850	\$5,941,600	\$129,217.36

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$6,893,300	\$6,893,300	\$6,893,300	\$6,893,300
Portability	0	0	0	0
Assessed/SOH	\$6,893,300	\$6,893,300	\$6,893,300	\$6,893,300
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$6,893,300	\$6,893,300	\$6,893,300	\$6,893,300

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
3/24/2015	SWD-T	\$100	112890646	\$6.00	60,312	SF
8/20/2013	SWD-T	\$100	111765081			
5/23/2013	SWD-D	\$386,300	111701491			
5/23/2013	SWD-D	\$772,500	111701490			
12/27/2012	SWD-D	\$772,500	49429 / 109			
				Adj. Bldg. S.F. (Card, Sketch) 54001		
				Eff./Act. Year Built: 2016/2015		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

http://www.bcpa.net/RecInfo.asp?URL_Folio=514220180010

9/24/2019

3500 SW 20 STREET

Page 1 of 1



MARTY KIAR
BROWARD
PROPERTY APPRAISER

Town of Pembroke Park
Building Department

RECEIVED

Site Address	3500 SW 20 STREET, PEMBROKE PARK FL 33023	ID #	5142 20 18 0011
Property Owner	DCT/CE II LLC %PROLOGIS RE TAX	Millage	0613
Mailing Address	1800 WAZEE ST DENVER CO 80202	Use	48
Abbr Legal Description	WESTWIND II PLAT 177-61 B POR PAR A DESC AS: BEG NW COR PAR A, NE 327.50, S 499.87, SW 335.58, N 499.87 TO POB, LESS POR OF PAR A DESC AS: COMM AT NW COR OF SAID PAR A, NE 110.86, S 60.69 TO POB, NE 168, S 359, SW 168, N 359 TO POB		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$361,870	\$6,786,310	\$7,148,180	\$7,148,180	
2018	\$361,870	\$5,621,960	\$5,983,830	\$5,983,830	\$128,814.51
2017	\$361,870	\$5,621,960	\$5,983,830	\$5,978,870	\$129,703.37

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$7,148,180	\$7,148,180	\$7,148,180	\$7,148,180
Portability	0	0	0	0
Assessed/SOH	\$7,148,180	\$7,148,180	\$7,148,180	\$7,148,180
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$7,148,180	\$7,148,180	\$7,148,180	\$7,148,180

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
11/11/2015	SWD-Q	\$6,189,600	113361218	\$6.00	60,312	SF
3/24/2015	DRR-T	\$100	113349241			
3/24/2015	SWD-T	\$100	112890648			
				Adj. Bldg. S.F. (Card, Sketch) 54001		
				Eff./Act. Year Built: 2016/2015		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

Return recorded document to:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT
RELATED TO
COVID-19 EMERGENCY ORDER ENFORCEMENT

This Agreement is made and entered into by and between Broward County, a political subdivision of the State of Florida, hereinafter referred to as "County,"

and

Town of Pembroke Park, a municipal corporation existing under the laws of the state of Florida, hereinafter referred to as "City," collectively referred to as the "Parties."

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969."

B. Pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan.

C. Pursuant to Section 8-56 of the Broward County Code of Ordinances, County and City are authorized to implement and enforce the provisions of Emergency Orders issued by County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by County (collectively, "Emergency Order").

D. The Parties are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries by City and for County's reimbursement to City for said enforcement functions in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1. Commencing upon the Effective Date of this Agreement and ending on December 31, 2020 (the "Enforcement Period"), City agrees to enforce the provisions of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within municipal boundaries. City enforcement shall consist of City responding to all complaints received during the Enforcement Period of alleged violations of the Emergency Order within municipal boundaries no later than twenty-four (24) hours after receipt of the complaint(s) and, no later than forty-eight (48) hours after receipt of the complaint(s), City shall input the "Outcome" of the complaint(s) into Broward County's 311 system (QAlert). An "Outcome" shall consist of one (1) of the following for each complaint: (a) complaint not substantiated; (b) warning notice issued; or (c) citation issued.
- 1.2. If a complaint is not originated via the QAlert or mybroward systems (i.e., complainant calls, e-mails, or otherwise contacts City directly), City shall enter the complaint into the QAlert and shall respond and input the Outcome consistent with the timeframes of Section 1.1.
- 1.3. For complaints received during the Enforcement Period, City shall enforce the provisions of Section 8-56 of the Broward County Code of Ordinances, that provides for penalties of up to One Thousand Dollars (\$1,000) per day, up to Fifteen Thousand Dollars (\$15,000) per violation, pursuant to the code enforcement processes of City. Fines assessed against any person(s) and liens recorded against any property for enforcement action taken by City pursuant to this Agreement shall run in favor of City.
- 1.4. The QAlert system provides that, if a warning notice or citation is issued, the complaint will be reflected on County's searchable web-based COVID-19 enforcement dashboard. If a complaint is not substantiated, the complaint will not appear on the enforcement dashboard.
- 1.5. No later than seven (7) calendar days after the Effective Date of this Agreement, City shall provide County with the name, phone number, and e-mail address of a designated City employee who will be granted access to the QAlert and shall be responsible for entering new complaints and inputting the Outcome of new and existing complaints into QAlert.
- 1.6. County shall provide employee designated by City with training and web-based tutorials on QAlert operation.

ARTICLE 2 – COMPENSATION

- 2.1. County shall provide a monthly payment to City of \$1,500, totaling an amount not to exceed \$10,500, for the Enforcement Period.

- 2.2. The Parties agree that the amounts set forth in Section 2.1 are flat fee amounts and are inclusive of all costs incurred by City in performing the enforcement functions herein including, but not limited to, the cost of hearings, mailings, publication, photos, posting of property, and other ancillary costs of enforcement. In no event shall the monthly reimbursement amount or the total reimbursement to City for the term of the Agreement exceed the amount set forth in Section 2.1.
- 2.3. City shall invoice County monthly for enforcement action taken in the preceding month. Such invoice(s) shall include a list of all complaints received by City the preceding month, whether through QAlert or directly by City, and the Outcome for each complaint.
- 2.4. County shall reimburse City no later than thirty (30) calendar days after the date of receipt of the invoice and proper documentation provided by City pursuant to Section 2.3. If County reasonably determines that, during any month, based on the complaints City is repeatedly failing to enforce any provision of the restrictions of the Emergency Order, City shall not be eligible for reimbursement of any portion of the invoiced amount for that month and, if previously paid by County, City shall be obligated to return such reimbursement in full.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall commence on June 1, 2020 ("Effective Date"), provided it is fully executed by the Parties and recorded in the public records of Broward County before June 30, 2020, and, unless written notice of termination by County or City is provided pursuant to Article 6, Notices, shall continue in full force and effect until midnight, February 28, 2021. City shall be entitled to reimbursement for enforcement services performed during the Enforcement Period.

ARTICLE 4 – IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and County are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

ARTICLE 5 - INSURANCE

City is an entity subject to Section 768.28, Florida Statutes, and City shall furnish County with written verification of liability protection or self-insurance, in accordance with State law, prior to execution of this Agreement.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days notice to the other party of such termination pursuant to Article 7, Notices.

ARTICLE 7 – NOTICES

Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous copy via e-mail, to the addresses listed below and will be effective upon mailing or hand-delivery (provided the contemporaneous e-mail is also sent). The manner in which and persons to whom notice may be provided will remain the same unless and until changed by providing notice of such change in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

To County:
Josie P. Sesodia, AICP, Director
Planning and Development Management Division
One North University Drive, Box 102
Plantation, FL 33324
E-mail address: JSesodia@Broward.org

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
E-mail address: bhenry@broward.org

To City:
Agatha Muse-Salters, Town Manager
3150 Southwest 52 Avenue
Pembroke Park, FL 33023
E-mail address: amusesalters@townofpembrokepark.com

ARTICLE 8 - MISCELLANEOUS PROVISIONS

- 8.1. Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BROWARD COUNTY CUSTODIAN OF PUBLIC RECORDS, ALBERT CUMMINGS, AT (954) 357-8695, ACUMMINGS@BROWARD.ORG, ONE NORTH UNIVERSITY DRIVE, Box 102, PLANTATION, FLORIDA 33324, OR [City's Custodian].

8.2. ASSIGNMENT: Neither party shall have the right to assign this Agreement.

8.3. WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

8.4. SEVERABILITY: In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.5. ENTIRE 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.6. INDEPENDENT CONTRACTOR: City is an independent contractor under this Agreement. Services provided by City pursuant to this Agreement shall be subject to the supervision of City. In providing such services, neither City nor its agents shall act as officers, employees, or agents of County. This Agreement shall not constitute or make the parties a partnership or joint venture.

8.7. MODIFICATION: It is further agreed that no modifications, amendments, or alterations 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.

8.8. THIRD PARTY BENEFICIARIES: Neither County or City 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.

8.9. COMPLIANCE WITH LAWS: The Parties shall comply with all applicable federal, State, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.11. 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 through 8 of this Agreement shall prevail and be given effect.

8.12. DRAFTING: This Agreement has been negotiated and drafted by the Parties and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.13. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

8.14. INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

8.15. REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

8.16. RECORDING: This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

8.17. NO CONTINGENT FEES. City warrants that it has not employed or retained any company or person, other than bona fide employees working solely for County, to solicit or secure this Agreement, and that has not paid or agreed to pay any person, company, corporation, individual, or firm, other than bona fide employees working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement between County and City related to COVID-19 Emergency Order enforcement on the respective dates under each signature: Broward County, signing by and through its County Administrator, and City, signing by and through its _____, duly authorized to execute same by Commission action on the ____ day of _____, 20____.

County

WITNESSES:

Broward County, by and through
its Broward County Administrator

Print Name:

By _____
Bertha Henry
County Administrator

Print Name:

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Maite Azcoitia (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER
ENFORCEMENT

City

Town of Pembroke Park

Attest:

City Clerk

By _____
Ashira Mohammed , Mayor

____ day of _____, 20____

By _____
Agatha Muse-Salters, Town Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By _____
City Attorney

MA/
05/28/2020
COVID-19-final-frm

RESOLUTION NO. 2020-079

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO THE INTERLOCAL AGREEMENT RELATED TO COVID-19 EMERGENCY ORDER ENFORCEMENT WITH BROWARD COUNTY; AUTHORIZING AND DIRECTING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE SAID INTERLOCAL AGREEMENT FOR AND ON BEHALF OF TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 252, Florida Statutes, and Chapter 8 of the Broward County Code of Ordinances, Broward County Emergency Order No. 20-10 was issued on May 14, 2020, providing for a phased reopening of business activity beginning on Monday, May 18, 2020, with restrictions in accordance with a modified Phase 1 of Governor Ron DeSantis' Statewide reopening plan; and

WHEREAS, pursuant to Section 8-56 of the Broward County Code of Ordinances, County and Town are authorized to implement and enforce the provisions of Emergency Orders issued by Broward County including, but not limited to, Emergency Order Nos. 20-10, 20-12, 20-13, and any subsequent Emergency Orders issued by Broward County (collectively, "Emergency Order"); and

WHEREAS, Broward County and Town are desirous of providing for enforcement of the Emergency Order and Section 8-56 of the Broward County Code of Ordinances within Town's municipal boundaries by Town and for Broward County's reimbursement to Town for said enforcement functions.

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

Section 1: That the above recitals are true and correct and are incorporated in this

resolution by reference herein.

Section 2: That the Town is authorized to make and enter into the Interlocal Agreement Related to COVID-19 Emergency Order Enforcement with Broward County, said Agreement being on file with the Town Clerk and by reference made a part hereof.

Section 3: That the Mayor and appropriate Town officials are authorized and directed to execute and deliver said Interlocal Agreement for and on behalf of the Town.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner



Awarded and Recommended Funding (or Grants) for Projects

Project Title	Requested Amount	Grant	Town Share	Funding Source	Status
1 Hardening of Town Hall, Generator, Roofing	643,125	482,344	160,787	HMGP	Awarded
2 SW 25th Street Stormwater Improvements	1,075,115			Surtax	Deferred
2 SW 25th Street Stormwater Project (151,028; 37,757)	1,208,220	1,215,772	303,943	HMGP, Design	Awarded
3 John P. Lyons Lane Stormwater Improvements	912,350	903,000	225,750	HMGP, Design	Awarded
3 John P. Lyons Lane Stormwater Improvements	100,000	100,000	125,750	Legislative	Approved
4 Agro-Eco Linear Pathway and Picnic Area	50,000	50,000	0	FRDAP	Approved
5 SW 30th Avenue Stormwater Improvement Design	188,000		188,000	Town	need RFP
5 SW 30th Avenue Sanitary Sewer Improvement Design	57,000		57,000	Town	Resolution
6 Preserve ADA Compliant Restroom	105,440	61,508	43,932	CDBG 45th Year	need RFP
7 Town Hall Shed Roofing	12,850		12,850		Permitting
8 Town Hall Entrance Canopy					Awarded
9 SW 52nd Avenue and South Park Rd Sidewalks, Bike Lanes and Drainage	3,146,242			MPO-CSLIP	under review
10 52nd Avenue Complete Streets	144,000			Surtax	under review
11 Bike Lanes, and Sidewalks Improvement Project	30,000			Surtax	under review
12 County Line Stormwater Connection	90,000			Surtax	under review
13 Canopy Extension at Ryan's Park					Quotes



Awarded and Recommended Funding (or Grants) for Projects

Project Title	Requested Amount	Grant	Town Share	Funding Source	Status
14 Preserve Additional Lighting	63,240			CDBG 46th Year	under review
15 Electronic Pallet Jack					
16 FEMA Management RFP					
Maintenance Contracts to be Renewed or Advertised					
Elevator - Otis Elevators					
Air Conditioning - Capital Air					
Cleaning - Kelly Janitorial Services					
Fleet Services - State or County Contract					
Town Hall Remodeling					

RESOLUTION NO. 2020-084

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO PREPARE REQUEST FOR PROPOSALS FOR GENERAL CONTRACTOR SERVICES FOR WIND RETROFIT AND GENERATOR FOR TOWN HALL IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town submitted an application for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funding to make improvements to Town Hall to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event; and

WHEREAS, the improvements consist of replacing existing windows and doors with hurricane rated windows and doors, replacement of the existing roof membrane system with a Florida Building Code approved system, and installation of a 750kw diesel permanent generator and switchgear, including auxiliary electrical work; and

WHEREAS, Town has received notification that they have been awarded funding from the FEMA program in the estimated amount of \$482,343.75; and

WHEREAS, it is necessary for the Town to retain the services of a general contractor to provide the design, materials, labor and supervision to complete the improvements to Town Hall; and

WHEREAS, Town staff must prepare and publish a Request for Proposals for qualified general contractors services promptly in order to adhere to the schedule of work completion dates provided for in the grant funding.

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

Town of Pembroke Park
Resolution No. 2020-084

Section 1: That the Town staff is authorized and directed to prepare and publish a Request for Proposals for a qualified general contractor to provide the design, materials, labor and supervision to complete the improvements to Town Hall as set forth in this Resolution and in the Grant Award letter from U.S. Department of Homeland Security dated February 25, 2020, which letter is on file with the Town Clerk and by reference has been made a part hereof; and

Section 2: That the Town staff is directed to promptly complete the Request for Proposals and submit same to FEMA for review and approval in order to initiate the Request for Proposals process.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution No. 2020- RFP for General Contractor Services.FN24773E.docx

RESOLUTION NO. 2020-084

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING TOWN STAFF TO PREPARE REQUEST FOR PROPOSALS FOR ARCHITECTURAL PLANS FOR WIND RETROFIT AND GENERATOR FOR TOWN HALL IMPROVEMENTS; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town submitted an application for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funding to make improvements to Town Hall to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event; and

WHEREAS, the improvements consist of replacing existing windows and doors with hurricane rated windows and doors, replacement of the existing roof membrane system with a Florida Building Code approved system, and installation of a 750kw diesel permanent generator and switchgear, including auxiliary electrical work; and

WHEREAS, Town has received notification that they have been awarded funding from the FEMA program in the estimated amount of \$482,343.75; and

WHEREAS, it is necessary for the Town to retain the services of a qualified architectural firm to design the improvements to Town Hall; and

WHEREAS, Town staff must prepare and publish a Request for Proposals for qualified architectural design services promptly in order to adhere to the schedule of work completion dates provided for in the grant funding.

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

Section 1: That the Town staff is authorized and directed to prepare and publish a

Town of Pembroke Park
Resolution No. 2020-084

Request for Proposals for a qualified architectural firm to provide the design for the improvements to Town Hall as set forth in this Resolution and in the Grant Award letter from U.S. Department of Homeland Security dated February 25, 2020, which letter is on file with the Town Clerk and by reference has been made a part hereof; and

Section 2: That the Town staff is directed to promptly complete the Request for Proposals and submit same to FEMA for review and approval in order to initiate the Request for Proposals process.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

L:\Mollie\Chris\Town of Pembroke Park\Resolutions\2020\Resolution N0. 2020- Architectural Plans for Wind Retrofir & Generator.docx

AGENDA ITEM REPORT



To: Town Manager
Subject: Request authorization to prepare RFP for Town Hall Hardening, Generator, and Roofing under the HMGP project
Meeting: Regular Commission Meeting - 10 Jun 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services AssistantDirector

BACKGROUND INFORMATION:

The proposed project involves upgrades and improvements to the existing Town Hall building. This includes exterior building "hardening," replacement of non-hurricane rated entry doors, windows, and garage bay doors to ones that are hurricane-rated in accordance with the current Building Code requirements. Also included will be a new, larger capacity, generator unit to power the entire building (Lighting, Air Conditioning, Elevators) in the event of a power outage, and new roofing.

FINANCIAL IMPACT:

Town's obligation is \$160,787 (25% of the total project budgeted at \$643,125; HMGP funds 75% (\$482,344))

RECOMMENDATION:

Resolution

ATTACHMENTS:

[4337-0338-R FEMA Approval Package 02-25-2020](#)

[HMGP-Application Town Hall Building Hardening 7-12-18 \(Submittal Package\)](#)



FEMA

February 25, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #4337-0338-R
Town of Pembroke Park, Town Hall, Wind Retrofit and Generator – Approval

Dear Mr. Moskowitz:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4337-FL, the Federal Emergency Management Agency (FEMA) concurs with the State's approval of project 4337-0338-R for a total project cost of \$643,125.00 with a Federal Share of \$482,343.75 and a non-Federal share in the amount of \$160,781.25.

The following is the approved Scope of Work (SOW) for the above referenced project:

The Town of Pembroke Park proposes to protect the Town Hall building located at 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023.

The proposed wind retrofit project for this facility will consist of replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with an FBC approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer's specifications.

The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are

issued. The generator will be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The grant Period of Performance (POP) for DR-4337-FL has been extended an additional 12 months and will now terminate on March 9, 2023. All the activities specified in the scopes of work should be completed no later than this date. FEMA will not establish activity completion timeframes for individual sub-awards. Any future extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4337. The Hazard Mitigation Grant Program for DR-4337 is also governed by the applicable FEMA-State Agreement for DR-4337.

Special Conditions:

- The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-recipient must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988 – Floodplains
Monitoring Required: No

- If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The sub-recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Source of condition: National Historic Preservation Act (NHPA)
Monitoring Required: No

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires the recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- The sub-recipient will monitor any ground disturbance and if potential archeological resources are discovered, will immediately cease construction in that area and notify both the State and FEMA.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to sub-recipients. If project costs exceed the amount originally funded and additional Federal funds are needed, the sub-recipient must contact the GAR. The GAR will evaluate requests for cost overruns and submit to the Regional Administrator with written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations as set forth in 44 CFR 206.438(b).

Quarterly Progress Reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a Quarterly Progress Report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.

The State (Recipient) must comply with all applicable program guidance and regulations and the PAS Operational Agreement for DR-4337 before implementing changes to the approved project SOW.

The Obligation Report and Record of Environmental Consideration are enclosed for your records. The Management Report is available in NEMIS. The obligated funds are available for withdrawal from Payment Management System on sub-account 4337-DRFLP00003385.

If you have any further questions, please contact William Arwood at (404) 895-7341.

Sincerely,



Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

Obligation Report

Record of Environmental Consideration

2/24/2020
3:53 PM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4337	338 -R	0	103	1	373	FL	Statewide

Subrecipient: Pembroke Park

Project Title : Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Subrecipient FIPS Code: 011-55750

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$482,343.75	\$482,343.75	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$482,343.75	\$0.00	\$482,343.75	02/24/2020	Accept	2020

Comments

Date: 02/24/2020 User Id: GDACOSTA

Comment: DR-4337-FL MA approves an obligation for eligible cost and activities to implement -4337-0338-R-DR-FL-HM, Town of Pembroke Pa Grant POP 3/9/2023, Application 103, Town of Pembroke Park, Town Hall, Wind Retrofit and Generator, located in Broward County, Allocation # 79. On February's Spend Plan, Federal share is \$482,343.75. Total Project Cost is \$643,125.00. The current Period o Performance for DR-4337-FL ends March 9, 2023.

Date: 02/24/2020 User Id: DBURKETT

Comment: 4337-0338-R-DR-FL-HM Pembroke Park Grant POP 3/9/2023 Application 103 Town of Pembroke Park, Town Hall, Wind Retrofit and Generator Allocation 79 included in the February Spend Plan Federal share \$482,343.75 Supplement 373 approved HMO

Authorization

Preparer Name: GUILLERMO DA COSTA GOMEZ

Preparation Date: 02/24/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 02/24/2020

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment Project Location: Broward County, 3150 SW 52nd Avenue, Pembroke Park, FL 33023
(25.982920, -80.195260)

SOW: The Town of Pembroke Park proposes to wind retrofit the Town Hall building by replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with an FBC approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event. Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer specifications. The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The generator will be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

- niglesia - 02/03/2020 22:38:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

NOTE: All times are GMT using a 24-hour clock.

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Page 1 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	CZMA: Per review of FDEP Map Direct Beaches and Coastal Systems (CCCL), accessed 09/18/2019. - niglesia - 02/03/2020 22:24:04 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: Project is in a Shaded X zone per Town of Pembroke Park FIRM Panel #12011C0727H dated 8/18/2014. Public Notice was posted on 10/23/2019 at Town of Pembroke Park website: http://www.townofpembrokepark.com/notices-of-public-hearing/ and at the Town Hall Bulletin Board: 3150 SW 52nd Ave, Pembroke Park, FL 33023. No comments were received from the public. See 8- Step Checklist attached. - niglesia - 02/03/2020 22:27:12 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project is not located in wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 09/18/2019. - niglesia - 02/03/2020 22:33:27 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

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Page 2 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of USFWS Critical Habitat Mapper, accessed 09/18/2019. - niglesia - 02/03/2020 22:22:41 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	NHPA: Consultation letters were sent on 12/11/19 to SHPO and the following tribes: Seminole Tribe of Florida, Poarch Creek Indians, Alabama-Quassarte Tribal Town, Miccosukee Indian Tribe, and Seminole Nation of Oklahoma. The tribal consultation period ended 01/25/2020. Concurrence responses received from Seminole Tribe of Florida (01/15/2020), and SHPO (01/08/2020). No response was received from the other tribes during the consultation period and so concurrence is assumed. See project conditions. - niglesia - 02/03/2020 22:14:11 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects undisturbed ground	

NOTE: All times are GMT using a 24-hour clock.

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RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

The generator is supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicants contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Tel: (954) 966-4600 • Fax: (954) 966-9781
www.townofpembrokepark.com



LETTER OF TRANSMITTAL

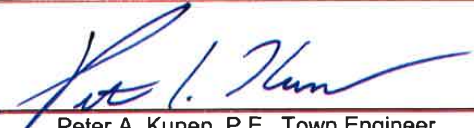
TO:	BC Emergency Management Division	DATE:	7-12-2018
	201 N.W. 84 th Avenue	ATTN:	Necole Holton Jacobs
	Plantation, FL 33324	RE:	Town of Pembroke Park HMGP Application
			Town Hall Building Hardening Project

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery

COPIES	DATE	DESCRIPTION
1	7-12-18	HMGP Application Package (Original)
2	7-12-18	HMGP Application Package (Copies)
1	7-12-18	CD w/Application Package Electronic Files

REMARKS:

SIGNED


Peter A. Kunen, P.E., Town Engineer

Received By: _____ Date: _____

U:\ENGINEERING\BC Mitigation Projects\Letters\LOT 7-12-18_Necole Holton Jacobs_Town Hall Building Hardening HMGP Application.docx

THIS SECTION FOR STATE USE ONLY			
FEMA-4337-DR-FL	☐ Standard HMGP	☐ 5% Initiative Application ☐ Initial Submission or	☐ Application Complete ☐ Re- Submission
Support Documents ☐ Conforms w/ State 409 Plan ☐ In Declared Area ☐ Statewide	Eligible Applicant ☐ State or Local Government ☐ Private Non-Profit (Tax ID Received) ☐ Recognized Indian Tribe or Tribal Organization	Project Type(s) ☐ Wind ☐ Flood ☐ Other: _____	
Community NFIP Status: (Check all that apply) ☐ Participating Community ID#: _____ ☐ In Good Standing ☐ Non-Participating ☐ CRS		LMS Ranking: _____ County: _____	
State Application ID: _____			
(TIME-DATE STAMP HERE)			

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance, please contact the Florida Division of Emergency Management at DEM_HazardMitigationGrantProgram@em.myflorida.com.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

<u>Application Sections I-IV:</u>	<i>All Applicants must complete these sections</i>
<u>Environmental Review:</u>	<i>All Applicants must complete these sections</i>
<u>Maintenance Agreement:</u>	<i>Any Applications involving public property, public ownership, or management of property</i>
<u>Flood Control – Drainage Improvement Worksheet:</u>	<i>Acquisition, Elevation, Dry Flood proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – one worksheet per structure</i>
<u>Generator Worksheet:</u>	<i>Permanent, portable generators, and permanent emergency standby pumps</i>
<u>Tornado Safe Room Worksheet:</u>	<i>New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room</i>
<u>Hurricane Safe Room Worksheet:</u>	<i>New Safe Room, Retrofit of existing structure</i>
<u>Wind Retrofit Worksheet:</u>	<i>Wind Retrofit projects only – one worksheet per structure</i>
<u>Wildfire Worksheet:</u>	<i>Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other</i>
<u>Drought Worksheet:</u>	<i>Aquifers, other</i>
<u>Request for Public Assistance Form:</u>	<i>FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.</i>
<u>Acquisition Forms:</u>	<i>If project type is Acquisition, these forms must be completed.</i> <i>(Only one of the two Notice of Voluntary Interest forms is necessary.)</i> <i>Model Statement of Assurances for Property Acquisition Projects</i> <i>Declaration and Release</i> <i>Notice of Voluntary Interest (Town Hall Version)</i> <i>Notice of Voluntary Interest (Single Site Version)</i> <i>Statement of Voluntary Participation</i> <i>FEMA Model Deed Restriction Language</i>
<u>Application Completeness Guidance / Checklist :</u>	<i>All applicants are recommended to complete this checklist and utilize the guidance for completing the application.</i>

B. Applicant Information:

FEMA-4337-DR-FL

DISASTER NAME: Hurricane Irma

Title/Brief Descriptive Project Summary: Town Hall Building Hardening

1. Applicant (Organization): **Town of Pembroke Park**
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: **Broward**
4. State Legislative Senate District(s): **35**; State Legislative House District(s): **101** ;
Congressional House District(s): **24** House
5. Federal Tax I.D. Number: **590968454**
6. Data Universal Numbering System (DUNS): **D24477655**
7. Federal Information Processing Standards (FIPS) Code*: **1255750** (*if your FIPS code is not known, see guidance)
8. National Flood Insurance Program (NFIP) Community Identification Number: **120052**
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Person serving as the coordinator of project)

☐ Ms. ☒ Mr. First Name: **Peter** Last Name: **Kunen**
Title: **Town Engineer**
Address: **3150 S.W. 52nd Avenue**
City: **Pembroke Park** State: **FL** Zip Code: **33023**
Telephone: **(954) 966-4600, Ext. 200** Email: **pkunen@townofpembrokepark.com**

10. Application Prepared by:

☐ Ms. ☒ Mr. First Name: **Peter** Last Name: **Kunen**
Title: **Town Engineer**
Telephone: **(954) 966-4600, Ext. 200** Email: **pkunen@townofpembrokepark.com**

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☒ Mr. First Name: **Todd** Last Name: **Larson**
Title: **Public Services Director**
Address: **3150 S.W. 52nd Avenue**
City: **Pembroke Park** State: **FL** Zip Code: **33023**
Telephone: **(954) 966-4600, Ext. 212** Email: **tlarson@townofpembrokepark.com**

Signature: _____

Date: _____

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. E.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two ☒ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☒ No
☐ Yes, please provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☐ Flood ☒ Wind ☐ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☒ Wind retrofit ☐ Drainage project that reduces localized flooding
☒ Generator ☐ Other (please explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):
6,602
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):
1.38
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
_____ structure(s) protected against the _____ -year storm event (10, 25, 50, 100, or 500 year storm event)
1 structure(s) protected against **160** mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

☐ Wetlands	☐ Water Quality	☐ Previously Undisturbed Soil
☐ Floodplain	☐ Coastal Zone	☐ Toxic or Hazardous Substances
☐ Historic Resources	☐ Fisheries	☐ Threatened & Endangered Species
☐ Vegetation Removal	☐ Public Controversy	☐ Potential for Cumulative Impacts
☒ Health & Safety	☐ Other _____	
7. **Engineered projects:** If your project has been already designed and engineering information is available, please attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☒ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Please ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:
The main doors and several windows of the existing Town Hall building are not hurricane rated. The existing building generator is too small to power the AC and the elevators during a power outage. The existing "west" elevator is not ADA compliant, nor does it meet current code requirements.
2. Describe the type(s) of protection that the proposed project will provide:
Building "Hardening" for wind protection.
3. Scope of Work (describe in detail what you are planning to do):
The installation new hurricane rated doors and windows, a larger electrical power generator, electrical switchgear, wiring, and upgrades to the building's "west" elevator.
4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:
None

5. Describe the purpose and need for the proposed project:

The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised. In the event of a power outage the existing Town Hall generator is only large enough to power the lighting in the building. It cannot provide power to the building's AC system nor to the building two (2) elevators.

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Location: Town of Pembroke Park Town Hall

Address(s): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023

GPS coordinates (decimal degree format): 25°58'58.55"N, 80°11'42.52"W

Project Zip Code(s): 33023

2. Title Holder: Town of Pembroke Park
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☒ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include **all** structures in project area.

☐ Residential property: _____	☒ Public buildings: <u>1</u>
☐ Businesses/commercial property: _____	☐ Schools/hospitals/houses of worship: _____
☐ Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

- | | |
|--|--|
| 1. ☒ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal . | |
| 2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) (See FIRM legend for flood zone explanations) (A Zone must be identified) | |
| ☐ VE or V 1-30 | ☐ AE or A 1-30 |
| ☒ AO or AH | ☐ A (no base flood elevation given) |
| ☐ B or X (shaded) | ☐ C or X (unshaded) |
| ☐ Floodway | ☐ |
| ☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; please coordinate with your state agency before submitting an application for a CBRA Zone project). | |
| 3. ☐ If the FIRM Map for your area is not published, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map. | |
| 4. ☐ Attach a copy of a Special Flood Hazard Area Flood Insurance Assurance(s). | |

C. City or County Map with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site **clearly** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, please include the following angles: front, back and both sides.

Section IV – Budget/Costs

In this section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. Contingency Cost should be included as a line item in the budget section and justified. Recommended range is 1 to 5%. **Avoid the use of lump sum costs.**

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
Mobilization	LS	1	\$7,500.00	\$7,500.00
Relacement of Main Entry Doors	EA	3	\$14,500.00	\$43,500.00
Replacement of Building Windows	EA	5	\$3,500.00	\$17,500.00
Replacement of Garage Bay Door	EA	3	\$18,000.00	\$54,000.00
Installation of 750 kW Emergency Generator	EA	1	\$250,000.00	\$250,000.00
Installation of Generator Switchgear and Building Circuits	LS	1	\$150,000.00	\$150,000.00
Upgrade to "West" Elevator	LS	1	\$100,000.00	\$100,000.00
Contingency	LS	1	\$62,250.00	\$62,250.00
<u>Sub-Total</u>				\$684,750.00

B. Labor Include equipment costs. Please indicate all "soft" or in-kind matches (**).

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<u>Sub-Total</u>			\$0.00

C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<u>Sub-Total</u>			\$0.00

D. Total Estimated Project Cost **\$684,750.00**

Note: To be eligible for HMGP funding, pre-award costs must be identified as separate line items in the cost estimate of the application. This must be done in addition to filling out the HMGP Pre-Award Cost Request Form, submitted with application. Mark each Pre-Award cost with an **asterisk (*)**; and In-kind services with **double asterisk (**)**; All In-kind match must be identified in the Section IV.B and D – Funding Sources).

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

- Global Match Project Number and Title:

List the major milestones in this project by providing an estimate time-line for the critical activities not to exceed a period of 3 years of performance. (e.g. **Designing, Engineering, Permitting, etc.**)

Milestone(s)	Number of Days to Complete
Engineering, Permitting, Bidding	180
Construction	365
Total	545 Days

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, please provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application)
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☐ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Please complete the applicable project worksheets.
Documentation showing dates of construction are required for all structures.
7. ☐ Environmental Justice – Attach documents regarding evaluation (required) and satisfactory resolution (if necessary) of Environmental Justice issues (Highly Disproportionate, Adverse Impact (effects) on Minority or Low Income Population). Documents can include public meeting records, media reports letters from interested persons and groups, studies on population, ethnic groups, quality of life, housing, economics, transportation, public services, schools, public health, recreation, voting, etc.
8. ☐ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
☐ No ☒ Yes; please describe any disproportionate and adverse effects to these populations:

2. To help evaluate the impact of the project, please indicate below any other information you are providing.
☐ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

3. ☒ Attached materials or additional comments: Please include pdf documentation from the US Census Quick Facts and American Factfinder's website of the project area (<http://www.census.gov/>).

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

2. Provide information on any known site work or historic uses for project location.

☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

The Town Hall Building would still be used as a "command center" during hurricane events. It would, however, be vulnerable to wind damages and lack of functionality due to a power outage.

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

No Alternative Project

b. Project Location of the Alternative (describe briefly, if different from proposed project)

N/A

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (if different from proposed project)

c. Scope of Work for Alternative Project

N/A

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

N/A

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	\$ 0.00

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures

Elevations

Acquisitions with Demolition

- ✓ Dates of Construction
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance
- ✓ Structure photographs

Drainage Improvements

- ✓ Engineering plans/drawings
- ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands
 - o Department of Environmental Protection
 - o Water Management District
 - o U.S. Army Corps of Engineers
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance.
- ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.
- ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.
- ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.
- ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The _____ Town _____ of _____ Pembroke Park _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipients acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ Todd Larson _____ the duly authorized representative
(printed or typed name of signing official)

Public Services Director _____
(title)

This 12 (day) of July (month), 2018 (year).

Signature* _____

****Please Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Please use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: Town Hall Building Hardening

Applicant: Town of Pembroke Park

Application Information	Explanation of Information Required	✓
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Section I

B. Applicant Information

FEMA__-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title/Brief Descriptive Project Summary	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, please attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site. For multiple sites, please list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN) number, also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering Standard (DUNS) number in appropriate location on application. If none, please refer to HMGP FAQ's in Application Reference Material for instructions on obtaining a DUNS number. www.usaspending.gov	☐
7. FIPS Code	List the Federal Information Processing Standard (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, please submit FEMA Form 90-49.	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Please make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Please provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Please provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided."</i>	☐
12. LMS Compliance	a) LMS Project List:	☐

	All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. E.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans)	
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	Type of Hazards the Proposed Project will Mitigate: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☐
2. Identify the Type of Project	Identify the Type of Proposed Project: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☐
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☐
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☐
6. Project Impact	Identify all the items the project may impact or are within the project area.	☐
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☐

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.	☐
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☐
3. Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a</i>	☐

	significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])? Projects that merely identify or analyze hazards or problems are not eligible. See Sample Scope of Work Language in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.	
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.	☐
5. Purpose / Need	Describe the purpose and need for the proposed project.	☐

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☐
2. Title Holder	Provide the titleholder's name.	☐
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☐
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.4 – detail of these totals)	☐

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal . See instructions on How to make a FIRMette.	☐
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☐

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☐
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	☐
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	☐

Section IV - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified. Recommended range is 1 to 5%. It is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials. Provide breakdown.	☐
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy in-kind match contributions).	☐
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	☐
D. Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	☐

E. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☐
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☐
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.</i>	☐
5. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	☐
6. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
7. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. D. - Total Estimated Project Costs).	☐

F. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (e.g. <i>Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc. See Typical Project Milestones for estimated time-frames</i>) for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	☐
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Section V - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs Complete Sections II & IV of the application.	☐
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☐
5. Project Alternatives	Complete Section V part D. of this application.	☐
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☐
7. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 10 in the Information and Documentation Requirements by Project Type that may have already been obtained.	☐
8. Information/ Documentation Requirements by Project Type	Provide any applicable information or documentation.	☐

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Documentation of Environmental Justice	Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/ . If yes, complete Section V, part B.	☐
2. Population Affected	List / describe the population affected by this project and the portion of the population adversely impacted. List the attached documentation.	☐
3. Attached Materials	Attach all backup documentation to this application – Include a table of contents that outlines the information you are providing DEM	☐

C. Information required for Tribal Consultation

1. Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☐
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D. Alternative Actions

1. No Action Alternative	Please discuss the impacts on the project area if no action is taken.	☐
2. Other Feasible Alternative Action	It is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☐
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided.	☐
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	☐
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation	

	panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☐
Materials, Labor, and Fees Paid	The details line items are not required. Just enter a total amount.	☐
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☐

Section VI – Maintenance Agreement

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☐
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Other Required Documentation

1. MAPS	All maps must be included with the application.	
2. FFATA Form	During contracting with the state, please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. This is not required at the time of application submittal.	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

*Submit **1 original (signed)** and **2 full copies** of the entire application and backup

RESOLUTION NO. 18-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN OF PEMBROKE PARK TO SUBMIT AN APPLICATION FOR THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM; DIRECTING THE TOWN STAFF TO COMPLETE AND SUBMIT THE APPLICATION FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management has announced the availability of Hazard Mitigation Grant Program funds as a result of the recent Presidential Disaster Declaration for Hurricane Irma; and

WHEREAS, the grant funds are for communities to undertake mitigation projects that will result in protection of public or private property from natural disasters; and

WHEREAS, the Town staff has identified various projects in the Town which would qualify for and benefit from the Hazard Mitigation Grant Program funding; and

WHEREAS, the Town Commission has determined it is in the Town's best interest for the health, safety and welfare of the residents of the Town to prepare and file an application for Hazard Mitigation Grant Program funding for the Town.

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

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

Section 2: That the Town is authorized and directed to file an application for Florida Division of Emergency Management Hazard Mitigation Grant Program funding for Hurricane Irma (DR-4337).

Section 3: That the Town staff is authorized and directed to complete the grant funding application and to submit the application for and on behalf of the Town.

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

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

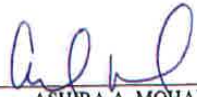
PASSED AND ADOPTED this 29th day of June, 2018.

Town of Pembroke Park
Resolution No. 18-06-12

ATTEST:



NATASHA JOSEPH
Deputy Town Clerk



ASHIRA A. MOHAMMED
Mayor-Commissioner

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Town Hall Building Hardening
and Electrical Generator
Associated Costs

PAK_6-26-18

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Replacement of Main Entry Doors	3	EA	\$14,500.00	\$43,500.00
3	Replacement of Building Windows	5	EA	\$3,500.00	\$17,500.00
4	Replacement of Garage Bay Doors	3	EA	\$18,000.00	\$54,000.00
5	Installation of 750kW Emergency Generator	1	EA	\$250,000.00	\$250,000.00
6	Installation of Generator Switchgear and Building Circuits	1	LS	\$150,000.00	\$150,000.00
7	Upgrade to "West" Elevator	1	LS	\$100,000.00	\$100,000.00
8	Contingency (10%)	1	LS	\$62,250.00	\$62,250.00
				Total	\$684,750.00

GENERATOR WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **PERMANENT, PORTABLE GENERATORS, and PERMANENT EMERGENCY STANDBY PUMPS** (for flood control measures). For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Town of Pembroke Park Town Hall Building Hardening
Applicant	Town of Pembroke Park
Point of Contact	Name: Peter A. Kunen, P.E. Address (Please include City, State and Zip Code): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 Phone number: (954) 966-5600, Ext. 200 Email: pkunen@townofpembrokepark.com
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	

SECTION II - STRUCTURE GENERAL INFORMATION

Select the type of critical facility to mitigate	☐ Critical Facility Building
	☐ Utility Infrastructure
	☒ Other
Address	3150 S.W. 52nd Avenue
In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.	
City, State and Zip Code	Pembroke Park, FL 33023
County	Broward
Is this a historical building?	Yes ☐ No ☒
Year Built:	1973
Source (Ex: Property Appraiser):	BC Property Appraiser
In the case of utility infrastructure, provide the year of construction of the oldest structure or the average age of the structure, if improvements have been completed over the years, due to land development.	

SECTION III - HAZARD / MITIGATION INFORMATION

Please select the type of project you are proposing:			
Acquisition	☐	Elevation	☐
		Dry Flood Proofing	☐
		Drainage	☐
Flood Control Measures	☐	Floodplain and Stream Restoration	☐
		Flood Diversion	☐
Other	☒	Please describe: Building Hardening	

SECTION IV- PROJECT COST INFORMATION

Mitigation Project Cost	\$
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A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost	\$
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Relates to the amount of money you expect to spend every year maintaining the generator(s), to ensure functionality at the time of a storm event.

SECTION V - LOSS OF SERVICE

Select the type of critical facility service to mitigate	☐	Fire Station
	☐	Hospital
	☐	Police Station
	☒	Other

*In the case of "Other" skip the following questions and refer to "Other Critical Facility Building".

If your critical facility is a FIRE STATION please answer the following questions:

How many people are served by this Fire Station?		
Select the type of area served by this Fire Station	Urban	☐
	Suburban	☐
	Rural	☐
Does the Fire Station provide Emergency Medical Services (EMS)?	YES ☐	NO ☐
Provide the address of the nearest Fire Station (Name, City, Zip Code):		
What is the population being served by the nearest Fire Station?		

If your critical facility is a HOSPITAL please answer the following questions:

How many people are being served by this Hospital?	
What is the address of the nearest Hospital capable of providing the same type of service?	
How many people are being served by the nearest Hospital capable of providing the same type of service?	

If your critical facility is a POLICE STATION please answer the following questions:

Indicate the type of area served by this Police Station	Metropolitan	☐
	City	☐
	Rural	☐
How many people are served by this Police Station?		

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Mitigation Bureau - Technical Unit
October 2017

How many Police Officers work or report to this Police Station?	
How many officers would still work from this building if it is shut down due to a disaster?	

Other Critical Facility Buildings (please describe):

Provide a brief description of how this building is a critical facility which functions are essential to the community during a storm event:
The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.

What is the Annual Operational Budget of this critical facility?	\$
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Utility Infrastructure (select or describe the type of utility)

Potable Water	☐	Wastewater	☐	Electrical	☐	Gas	☐
Telecom	☐	Other (describe):					

What is the population being served by the utility system that will be mitigated?	
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Relates to number of customers being served by the system and that will be affected in the case of an outage. Include only the customers connected to locations that will be mitigated.

SECTION VI - HISTORICAL DAMAGES

Provide a list of outages suffered in the past, due to a storm event:

Year	Storm Name	Date	Outage duration (hrs)	Source of outage information
2017	Irma	9/10/17	24	FPL

Did the City or County incurred into any expenses attending the emergency during past events? If so, please provide details:

Refers to any type of expense like: renting portable generators, chillers, sewage trucks to attend the emergency and avoid negative impact.

Year	Expense Description	Cost (\$)

WIND RETROFIT WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **WIND RETROFIT** which includes **Opening Protection, Load Path, Roof, Code Plus** activities.
For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Town of Pembroke Park Town Hall Building Hardening
Applicant	Town of Pembroke Park
Point of Contact	Name: Peter A. Kunen, P.E., Town Engineer
	Address (Please include City, State and Zip Code): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023
	Phone number: (954) 966-4600, Ext. 200
	Email: pkunen@townofpembrokepark.com
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	

SECTION II - STRUCTURE GENERAL INFORMATION

Provide the following information for the structure you will be mitigating.

Address	3150 S.W. 52nd Avenue		
In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.			
City, State and Zip Code	Pembroke Park, FL 33023		
County	Broward		
Is this a historical building?	Yes ☐	No ☒	
Year Built	1973	Source (Ex: Property Appraiser):	Broward County Property Appraiser

SECTION III- PROJECT COST INFORMATION

Mitigation Project Cost	\$684,750.00
A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.	
Annual Maintenance Cost	\$7,500.00

Relates to the amount of money you expect to spend every year maintaining the project, to ensure functionality at the time of a storm event.

SECTION IV - STRUCTURE INFORMATION

What is the size of the building (heated square footage only)?	29,700
What is the Building Replacement Value?	\$2,899,080
What is the source of your Building Replacement Value?	Broward County Property Appraiser
Is this a new construction or retrofit of existing structure?	New construction ☐ Existing ☒

Hazard Mitigation Assistance program requires to protect the entire building envelope. To ensure this project complies with program requirements please answer the following:

Are you protecting all openings?	Yes ☐ No ☒
If you are not, please provide an explanation:	We are only replacing the doors and windows that are not hurricane rated.
If existing protection is in place and will not be replaced, would you be able to provide certification proving the existing protection is in compliance and applicable with effective code requirements?	Yes ☒ No ☐
Is the building roof up to code?	Yes ☒ No ☐
If not, are you retrofitting the building roof?	Yes ☐ No ☐
Is this a Code Plus project?	Yes ☐ No ☒

If this is a code plus project, the grant will only fund the difference between building up to code and building above code requirements

If your project is a code plus:

What is the Design Wind Speed required for the area (MPH)?	
What is the Code Plus Project Design Wind Speed?	

Select the type of construction of the building:	
Wood	☐ Comments:
Masonry / Concrete Block	☒ Comments:
Poured Reinforced Concrete Walls	☐ Comments:
Engineered Steel Frame	☐ Comments:
Manufactured Home	☐ Comments:
What is the number of stories above grade?	3

SECTION V - LOSS OF SERVICE

Select the type of critical facility service to mitigate	☐ Fire Station
	☐ Hospital
	☐ Police Station
	☒ Other

*In the case of "Other" skip to questions referring to "Other Critical Facility Building".

If your critical facility is a FIRE STATION please answer the following questions:

How many people are served by this Fire Station?		
Select the type of area served by this Fire Station	Urban	☐
	Suburban	☐
	Rural	☐
Does the Fire Station provide Emergency Medical Services (EMS)?	YES ☐	NO ☐
Provide the address of the nearest Fire Station (Name, City, Zip Code):		
What is the population being served by the nearest Fire Station?		

If your critical facility is a HOSPITAL please answer the following questions:

How many people are being served by this Hospital?	
What is the address of the nearest Hospital capable of providing the same type of service?	
How many people are being served by the nearest Hospital capable of providing the same type of service?	

If your critical facility is a POLICE STATION please answer the following questions:

Indicate the type of area served by this Police Station	Metropolitan	☐
	City	☐
	Rural	☐
How many people are served by this Police Station?		
How many Police Officers work or report to this Police Station?		
How many officers would still work from this building if it is shut down due to a disaster?		

Other Critical Facility Buildings (please describe): Emergency Operations	
Provide a brief description of how this building is a critical facility which functions are essential to the community during a storm event:	
This building serves as the Emergency Operations Center for the Town of Pembroke Park.	
What is the Annual Operational Budget of this critical facility?	\$492,788.00

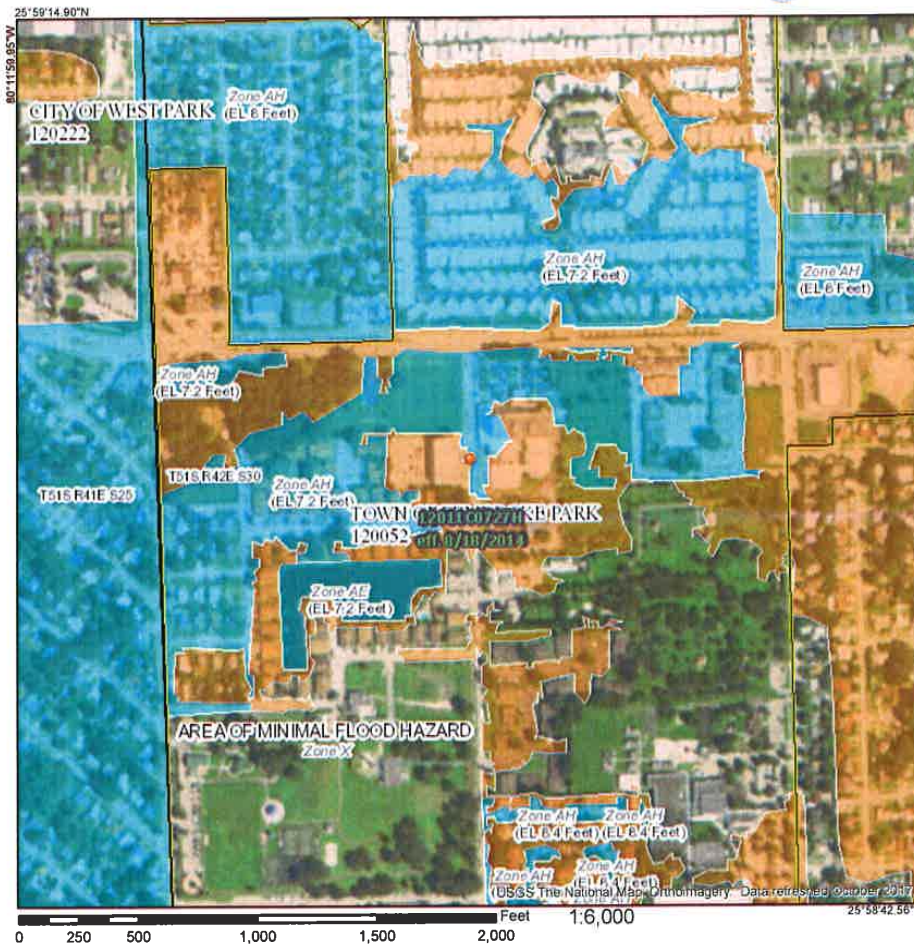
Property Id: 514230140092

**Please see map c



July 6, 2018

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE)
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
MAP PANELS	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/10/2019 at 2:56:51 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

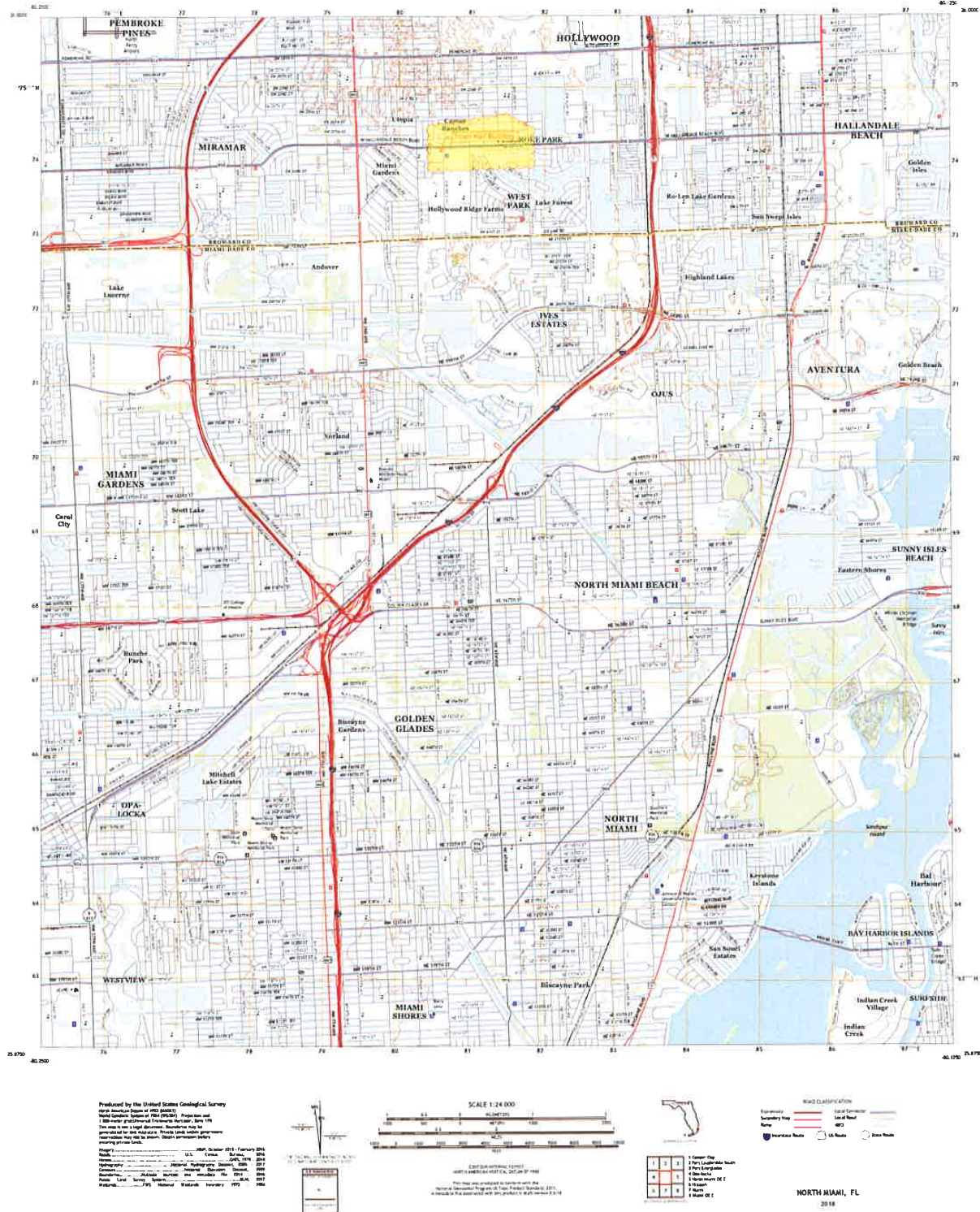
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



NORTH MIAMI QUADRANGLE
FLORIDA
7.5-MINUTE SERIES



Town Hall Building (East Elevation)



Town Hall Building (North Elevation)



Town Hall Building (West Elevation)



Town Hall Building (South Elevation)





**Broward County LMS Working Group
Proposed Mitigation Project
(Page 1 of 7)**

Date of Submittal: June 20, 2018

Project Identification Number (Internally Assigned):

Proposing Jurisdiction/Organization: Town of Pembroke Park

Contact Name: Peter A. Kunen, P.E.

Address: 3150 S.W. 52nd Avenue

Address: Pembroke Park, FL

Telephone: (954) 966-4600, ext. 220

Fax Number: (954) 966-9781

Email Address: pkunen@townofpembrokepark.com

The Proposal – Provide a narrative describing the proposed Initiative and attach maps (both of the location of implementation and area to be benefitted), diagrams and pictures supporting or describing the project:

The proposed project involves upgrades and improvements to the existing Town Hall building. This includes exterior building "hardening," replacement of non-hurricane rated entry doors, windows, and garage bay doors to ones that are hurricane-rated in accordance with the current Building Code requirements. Also included will be a new, larger capacity, generator unit to power the entire building (Lighting, Air Conditioning, Elevators) in the event of a power outage, and upgrades to the building's "West" elevator.

The Action Alternative to the Proposal – Provide a narrative describing the proposed Initiative:

(Include a description of alternative and why the proposed action was selected over this alternative:)

The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.

What is the impact of no action? *The Town Hall Building would still be used as a "command center" during hurricane events. It would, however, be vulnerable to wind damages and lack of functionality due to a power outage.*



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 2 of 7)**

The Benefits of the Proposal – Provide detailed information regarding the benefits of the proposed initiative, or quantify, to the extent possible, the value of the costs avoided if the proposal is implemented.

1. Provide a brief history of losses in the project area to the hazard proposed to be mitigated (e.g., # of floods, dates and damages/flood depths, buildings/infrastructure affected):
2. If the proposed initiative is specifically intended for protection of designated critical facilities:

Is a designated "critical facility" or "essential service" to be benefitted? **YES / NO** If yes, provide type, name and address of facility and/or describe service:

Town of Pembroke Park Town Hall

3150 S.W. 52nd Avenue

Pembroke Park, FL 33023

3. For all types of projects, including those for protection of designated critical facilities:

Number of residential population directly benefitted: 6,663 (The entire Town population)

Number of daytime worker/tourist population directly benefitted: _____

Other population directly benefitted: _____

Describe how project will protect above populations to substantiate: The goals and objectives for the proposed stormwater improvements are intended to mitigate repetitive flood losses, to improve traffic safety for residents and local services such as police, fire rescue, and to avoid repetitive business income losses. The project will provide a "hardened" command center during hurricane events. It would provide a backup facility to the local police and fire should their facilities be damaged or destroyed.

Other jurisdictions/agencies benefitting (list and describe)? _____

(Attach letters of support from other jurisdictions/agencies)

Number of structures to be benefitted: _____ Key infrastructure protected: Public Services to Community

Total estimated value of structure(s) and contents: _____



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 3 of 7)**

Hazards Being Mitigated:

☐ Flood (How: _____)

☒ Wind (How: *The hardening of the doors and windows of Town Hall building would strengthen the building envelope, making the facility less prone to wind damages.*)

☐ Fire (How: _____)

☐ Other (List and How Protected: _____)

Does the project include an additional safety margin for future risk (e.g., urbanization, sea level rise from climate change?). If so, describe:

4. Is avoidance of evacuation to be the outcome of the proposal? **YES / NO**

If yes, explain: *The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.*

5. Is protection of the ability to evacuate to be an outcome? **YES / NO**

If yes, explain: _____

Estimated number of evacuees benefitted by proposal: _____

Estimated number of businesses avoiding evacuation by proposal: _____

6. What are the anticipated impacts to the environment (include direct and indirect environmental benefits):

☐ Improves the environment

☐ Undetermined if project impacts the environment

☒ Neutral to the environment / Not Applicable

☐ Poses a risk to the environment



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 4 of 7)**

Please specify whether project:

☐ Negatively affects land ☐ Negatively affects water ☐ Negatively affects Endangered Species

☐ Negatively affects HAZMAT/Waste Sites

☒ Is consistent with community environmental goals ☒ Is consistent with local, state and federal laws

7. Valuable cultural, historical or civic resource to be protected: YES / NO / NA

If yes, give name, type, description and address of resource:

<u>Name</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>
-------------	-------------	--------------------	----------------

8. Cost of Proposal – Provide the cost to implement the proposal: \$684,750.00

(Attach proposed budget if available)

Describe all potential funding sources: Broward County CDBG, FDEP, FEMA, PDM, HMGP

What is the jurisdiction's plan to meet the non-federal match? (if required of funding source): Town Funds would be utilized.

Briefly explain the components considered in estimating the cost of the proposal:

Estimated costs to furnish and install new doors and windows, electrical power generator, electrical switchgear, wiring, and upgrades to the "west" elevator.

Provide the annual cost of maintaining the project: \$3,000.00 per year

Estimated life of project: 25 years



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 5 of 7)**

Timing of Implementation

9. Provide an estimate of the time needed to complete construction in months: 12 months

Provide an estimate for the time needed to complete A&E, bidding, etc. 6 months

Consistency with Other Plans and Programs

___ Comprehensive Emergency Management Plan (list Section: _____)

X Local or County Comprehensive Plan (Town of Pembroke Park Capital Improvements Plan)

___ Local Mitigation Strategy (LMS) (list Section: _____)

___ Climate Change Action Plan (list Section: _____)

___ Broward County Land Use Plan (list Section: _____)

___ Long-Term Transportation Plan (list Section: _____)

___ County or Local Capital Improvement Plan (list Section: _____)

___ Continuity of Operations Plan (COOP – i.e., protects an alternate facility) (list Section: _____)

___ Local Stormwater Plan (list Section: Town of Pembroke Park Stormwater Master Plan _____)

___ Other (list _____)

Feasibility of Implementation

1. Has the proposed project been used elsewhere for the same purpose? **YES / NO / Unknown**

If yes, where? _____ When: _____

Cost Effectiveness

Attach the results of the Loss Estimation Tool analysis for this project



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 6 of 7)**

Funding Pre-Screening

1. Is pre-disaster funding being sought?

☒ Capital Improvement funding ___ Other local source (please specify) _____

☒ Pre-Disaster Mitigation ___ Repetitive Flood Claim Program ___ Severe Repetitive Loss

___ Fire Management Assistance Grant ___ Flood Mitigation Assistance

☒ Community Development Block Grant ___ Residential Construction Mitigation Program

___ Emergency Operations Center Grant Program ___ State Homeland Security Grant Program

___ Florida Beach Erosion Control Program ___ Community Development Block Grant

2. Is post-disaster funding being sought?

☒ Hazard Mitigation Grant Program ___ Public Assistance 406 Mitigation funds

___ Fire Management Assistance Grant ___ Florida Beach Erosion Control Program

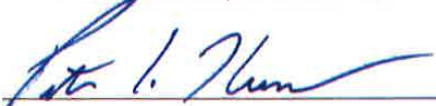
___ Community Development Block Grant

Name and Title of Individual(s) completing form:

Name: Peter A. Kunen, P.E.

Title: Town Engineer

Jurisdiction/Organization: Town of Pembroke Park

Signature: 

Submit form to:

Broward County LMS Working Group
C/O LMS Coordinator
Broward Emergency Management Division
201 NW 84th Avenue
Plantation, FL 33324



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 7 of 7)**

DEFINITIONS

Essential Services:

- First response
- Shelters
- Water/Wastewater
- Power supply
- Telecommunications
- Hospitals

Direct Environmental Benefits

- Example – A stormwater drainage improvement project by better managing stormwater runoff and outfall can improve water quality and reduce the spread of contaminants

Indirect Environmental Benefits

- Example – Protecting a wastewater treatment plant that if damaged by wind or flood could rupture and spill raw sewage into the environment

Consistency with Other Plans

- See the Mitigation Integration Summary for listing of all plans with some link to hazard mitigation in Broward County

Town Hall Building Hardening
and Electrical Generator
Associated Costs

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Replacement of Main Entry Doors	3	EA	\$14,500.00	\$43,500.00
3	Replacement of Building Windows	5	EA	\$3,500.00	\$17,500.00
4	Replacement of Garage Bay Doors	3	EA	\$18,000.00	\$54,000.00
5	Installation of 750kW Emergency Generator	1	EA	\$250,000.00	\$250,000.00
6	Installation of Generator Switchgear and Building Circuits	1	LS	\$150,000.00	\$150,000.00
7	Upgrade to "West" Elevator	1	LS	\$100,000.00	\$100,000.00
8	Contingency (10%)	1	LS	\$62,250.00	\$62,250.00
			Total		\$684,750.00

U.S. Department of Homeland Security
Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341



FEMA

February 25, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #4337-0338-R
Town of Pembroke Park, Town Hall, Wind Retrofit and Generator – Approval

Dear Mr. Moskowitz:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4337-FL, the Federal Emergency Management Agency (FEMA) concurs with the State's approval of project 4337-0338-R for a total project cost of \$643,125.00 with a Federal Share of \$482,343.75 and a non-Federal share in the amount of \$160,781.25.

The following is the approved Scope of Work (SOW) for the above referenced project:

The Town of Pembroke Park proposes to protect the Town Hall building located at 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023.

The proposed wind retrofit project for this facility will consist of replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with an FBC approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer's specifications.

The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are

issued. The generator will be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

The grant Period of Performance (POP) for DR-4337-FL has been extended an additional 12 months and will now terminate on March 9, 2023. All the activities specified in the scopes of work should be completed no later than this date. FEMA will not establish activity completion timeframes for individual sub-awards. Any future extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4337. The Hazard Mitigation Grant Program for DR-4337 is also governed by the applicable FEMA-State Agreement for DR-4337.

Special Conditions:

- The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-recipient must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988 – Floodplains
Monitoring Required: No

- If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The sub-recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Source of condition: National Historic Preservation Act (NHPA)
Monitoring Required: No

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires the recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- The sub-recipient will monitor any ground disturbance and if potential archeological resources are discovered, will immediately cease construction in that area and notify both the State and FEMA.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to sub-recipients. If project costs exceed the amount originally funded and additional Federal funds are needed, the sub-recipient must contact the GAR. The GAR will evaluate requests for cost overruns and submit to the Regional Administrator with written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations as set forth in 44 CFR 206.438(b).

Quarterly Progress Reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a Quarterly Progress Report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.

The State (Recipient) must comply with all applicable program guidance and regulations and the PAS Operational Agreement for DR-4337 before implementing changes to the approved project SOW.

The Obligation Report and Record of Environmental Consideration are enclosed for your records. The Management Report is available in NEMIS. The obligated funds are available for withdrawal from Payment Management System on sub-account 4337-DRFLP00003385.

If you have any further questions, please contact William Arwood at (404) 895-7341.

Sincerely,



Richard S. Flood, CFM, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure

Obligation Report

Record of Environmental Consideration

2/24/2020
3:53 PM

**FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM**

HMGP-OB-01

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4337	338 -R	0	103	1	373	FL	Statewide

Subrecipient: Pembroke Park

Project Title : Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Subrecipient FIPS Code: 011-55750

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$482,343.75	\$482,343.75	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$482,343.75	\$0.00	\$482,343.75	02/24/2020	Accept	2020

Comments

Date: 02/24/2020 User Id: GDACOSTA

Comment: DR-4337-FL MA approves an obligation for eligible cost and activities to implement -4337-0338-R-DR-FL-HM, Town of Pembroke Pa Grant POP 3/9/2023, Application 103, Town of Pembroke Park, Town Hall, Wind Retrofit and Generator, located in Broward County, Allocation # 79. On February's Spend Plan, Federal share is \$482,343.75. Total Project Cost is \$643,125.00. The current Period o Performance for DR-4337-FL ends March 9, 2023.

Date: 02/24/2020 User Id: DBURKETT

Comment: 4337-0338-R-DR-FL-HM Pembroke Park Grant POP 3/9/2023 Application 103 Town of Pembroke Park, Town Hall, Wind Retrofit and Generator Allocation 79 included in the February Spend Plan Federal share \$482,343.75 Supplement 373 approved HMO

Authorization

Preparer Name: GUILLERMO DA COSTA GOMEZ

Preparation Date: 02/24/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 02/24/2020

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment Project Location: Broward County, 3150 SW 52nd Avenue, Pembroke Park, FL 33023
(25.982920, -80.195260)

SOW: The Town of Pembroke Park proposes to wind retrofit the Town Hall building by replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with an FBC approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event. Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacturer specifications. The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The generator will be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and will be protected against wind with a rated enclosure based on its location requirements. Activities will be completed in strict compliance with Federal, State and Local Rules and Regulations.

- niglesia - 02/03/2020 22:38:18 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

NOTE: All times are GMT using a 24-hour clock.

Page 1 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	CZMA: Per review of FDEP Map Direct Beaches and Coastal Systems (CCCL), accessed 09/18/2019. - niglesia - 02/03/2020 22:24:04 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: Project is in a Shaded X zone per Town of Pembroke Park FIRM Panel #12011C0727H dated 8/18/2014. Public Notice was posted on 10/23/2019 at Town of Pembroke Park website: http://www.townofpembrokepark.com/notices-of-public-hearing/ and at the Town Hall Bulletin Board: 3150 SW 52nd Ave, Pembroke Park, FL 33023. No comments were received from the public. See 8- Step Checklist attached. - niglesia - 02/03/2020 22:27:12 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project is not located in wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 09/18/2019. - niglesia - 02/03/2020 22:33:27 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

Page 2 of 4

02/21/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

13:33:09

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of USFWS Critical Habitat Mapper, accessed 09/18/2019. - niglesia - 02/03/2020 22:22:41 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	NHPA: Consultation letters were sent on 12/11/19 to SHPO and the following tribes: Seminole Tribe of Florida, Poarch Creek Indians, Alabama-Quassarte Tribal Town, Miccosukee Indian Tribe, and Seminole Nation of Oklahoma. The tribal consultation period ended 01/25/2020. Concurrence responses received from Seminole Tribe of Florida (01/15/2020), and SHPO (01/08/2020). No response was received from the other tribes during the consultation period and so concurrence is assumed. See project conditions. - niglesia - 02/03/2020 22:14:11 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects undisturbed ground	

NOTE: All times are GMT using a 24-hour clock.

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02/21/2020

13:33:09

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project 4337-0338

Title: Town of Pembroke Park, Town Hall, Wind Retrofit and Generator

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Project area has no potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

The generator is supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. Applicant must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicants contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

NOTE: All times are GMT using a 24-hour clock.

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TOWN OF PEMBROKE PARK

3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Tel: (954) 966-4600 • Fax: (954) 966-9781
www.townofpembrokepark.com



LETTER OF TRANSMITTAL

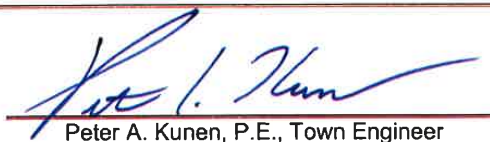
TO:	BC Emergency Management Division	DATE:	7-12-2018
	201 N.W. 84 th Avenue	ATTN:	Necole Holton Jacobs
	Plantation, FL 33324	RE:	Town of Pembroke Park HMGP Application
			Town Hall Building Hardening Project

WE ARE SENDING YOU ☒ ATTACHED ☐ UNDER SEPARATE COVER VIA ☐ Hand Delivery

COPIES	DATE	DESCRIPTION
1	7-12-18	HMGP Application Package (Original)
2	7-12-18	HMGP Application Package (Copies)
1	7-12-18	CD w/Application Package Electronic Files

REMARKS:

SIGNED


Peter A. Kunen, P.E., Town Engineer

Received By: _____ Date: _____

U:\ENGINEERING\BC Mitigation Projects\Letters\LOT 7-12-18_Necole Holton Jacobs_Town Hall Building Hardening HMGP Application.docx

THIS SECTION FOR STATE USE ONLY			
FEMA-4337-DR-FL	☐ Standard HMGP	☐ 5% Initiative Application ☐ Initial Submission or	☐ Application Complete ☐ Re- Submission
Support Documents ☐ Conforms w/ State 409 Plan ☐ In Declared Area ☐ Statewide	Eligible Applicant ☐ State or Local Government ☐ Private Non-Profit (Tax ID Received) ☐ Recognized Indian Tribe or Tribal Organization	Project Type(s) ☐ Wind ☐ Flood ☐ Other: _____	
Community NFIP Status: (Check all that apply) ☐ Participating Community ID#: _____ ☐ In Good Standing ☐ Non-Participating ☐ CRS		LMS Ranking: _____ County: _____	
State Application ID: _____			
(TIME-DATE STAMP HERE)			

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Please complete ALL sections and provide the documents requested. If you require technical assistance, please contact the Florida Division of Emergency Management at DEM_HazardMitigationGrantProgram@em.myflorida.com.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

<u>Application Sections I-IV:</u>	<i>All Applicants must complete these sections</i>
<u>Environmental Review:</u>	<i>All Applicants must complete these sections</i>
<u>Maintenance Agreement:</u>	<i>Any Applications involving public property, public ownership, or management of property</i>
<u>Flood Control – Drainage Improvement Worksheet:</u>	<i>Acquisition, Elevation, Dry Flood proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – one worksheet per structure</i>
<u>Generator Worksheet:</u>	<i>Permanent, portable generators, and permanent emergency standby pumps</i>
<u>Tornado Safe Room Worksheet:</u>	<i>New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room</i>
<u>Hurricane Safe Room Worksheet:</u>	<i>New Safe Room, Retrofit of existing structure</i>
<u>Wind Retrofit Worksheet:</u>	<i>Wind Retrofit projects only – one worksheet per structure</i>
<u>Wildfire Worksheet:</u>	<i>Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other</i>
<u>Drought Worksheet:</u>	<i>Aquifers, other</i>
<u>Request for Public Assistance Form:</u>	<i>FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.</i>
<u>Acquisition Forms:</u>	<i>If project type is Acquisition, these forms must be completed. (Only one of the two Notice of Voluntary Interest forms is necessary.) Model Statement of Assurances for Property Acquisition Projects Declaration and Release Notice of Voluntary Interest (Town Hall Version) Notice of Voluntary Interest (Single Site Version) Statement of Voluntary Participation FEMA Model Deed Restriction Language</i>
<u>Application Completeness Guidance / Checklist :</u>	<i>All applicants are recommended to complete this checklist and utilize the guidance for completing the application.</i>

B. Applicant Information:

FEMA-4337-DR-FL

DISASTER NAME: Hurricane Irma

Title/Brief Descriptive Project Summary: Town Hall Building Hardening

1. Applicant (Organization): **Town of Pembroke Park**
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: **Broward**
4. State Legislative Senate District(s): **35**; State Legislative House District(s): **101** ;
Congressional House District(s): **24** House
5. Federal Tax I.D. Number: **590968454**
6. Data Universal Numbering System (DUNS): **D24477655**
7. Federal Information Processing Standards (FIPS) Code*: **1255750** (*if your FIPS code is not known, see guidance)
8. National Flood Insurance Program (NFIP) Community Identification Number: **120052**
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Person serving as the coordinator of project)

☐ Ms. ☒ Mr. First Name: **Peter** Last Name: **Kunen**
Title: **Town Engineer**
Address: **3150 S.W. 52nd Avenue**
City: **Pembroke Park** State: **FL** Zip Code: **33023**
Telephone: **(954) 966-4600, Ext. 200** Email: **pkunen@townofpembrokepark.com**

10. Application Prepared by:

☐ Ms. ☒ Mr. First Name: **Peter** Last Name: **Kunen**
Title: **Town Engineer**
Telephone: **(954) 966-4600, Ext. 200** Email: **pkunen@townofpembrokepark.com**

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☒ Mr. First Name: **Todd** Last Name: **Larson**
Title: **Public Services Director**
Address: **3150 S.W. 52nd Avenue**
City: **Pembroke Park** State: **FL** Zip Code: **33023**
Telephone: **(954) 966-4600, Ext. 212** Email: **tlarson@townofpembrokepark.com**

Signature: _____

Date: _____

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. E.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two ☒ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☒ No
☐ Yes, please provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☐ Flood ☒ Wind ☐ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☒ Wind retrofit ☐ Drainage project that reduces localized flooding
☒ Generator ☐ Other (please explain) _____
3. List the total number of persons that will be protected by the proposed project (include immediate population affected by the project only):
6,602
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (include immediate area affected by the project only):
1.38
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
_____ structure(s) protected against the _____ -year storm event (10, 25, 50, 100, or 500 year storm event)
1 structure(s) protected against **160** mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

☐ Wetlands	☐ Water Quality	☐ Previously Undisturbed Soil
☐ Floodplain	☐ Coastal Zone	☐ Toxic or Hazardous Substances
☐ Historic Resources	☐ Fisheries	☐ Threatened & Endangered Species
☐ Vegetation Removal	☐ Public Controversy	☐ Potential for Cumulative Impacts
☒ Health & Safety	☐ Other _____	
7. **Engineered projects:** If your project has been already designed and engineering information is available, please attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☒ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Please ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:
The main doors and several windows of the existing Town Hall building are not hurricane rated. The existing building generator is too small to power the AC and the elevators during a power outage. The existing "west" elevator is not ADA compliant, nor does it meet current code requirements.
2. Describe the type(s) of protection that the proposed project will provide:
Building "Hardening" for wind protection.
3. Scope of Work (describe in detail what you are planning to do):
The installation new hurricane rated doors and windows, a larger electrical power generator, electrical switchgear, wiring, and upgrades to the building's "west" elevator.
4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:
None

5. Describe the purpose and need for the proposed project:

The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised. In the event of a power outage the existing Town Hall generator is only large enough to power the lighting in the building. It cannot provide power to the building's AC system nor to the building two (2) elevators.

Section III – Project Location *(Fully describe the location of the proposed project.)*

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Location: Town of Pembroke Park Town Hall

Address(s): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023

GPS coordinates (decimal degree format): 25°58'58.55"N, 80°11'42.52"W

Project Zip Code(s): 33023

2. Title Holder: Town of Pembroke Park
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☒ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include **all** structures in project area.

☐ Residential property: _____	☒ Public buildings: <u>1</u>
☐ Businesses/commercial property: _____	☐ Schools/hospitals/houses of worship: _____
☐ Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

- | | |
|--|--|
| 1. ☒ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map. FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal . | |
| 2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area)
(See FIRM legend for flood zone explanations) (A Zone must be identified) | |
| ☐ VE or V 1-30 | ☐ AE or A 1-30 |
| ☒ AO or AH | ☐ A (no base flood elevation given) |
| ☐ B or X (shaded) | ☐ C or X (unshaded) |
| ☐ Floodway | ☐ |
| ☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; please coordinate with your state agency before submitting an application for a CBRA Zone project). | |
| 3. ☐ If the FIRM Map for your area is not published, please attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map. | |
| 4. ☐ Attach a copy of a Special Flood Hazard Area Flood Insurance Assurance(s). | |

C. City or County Map with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site **clearly** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, please include the following angles: front, back and both sides.

Section IV – Budget/Costs

In this section, provide details of all the estimated costs of the project. As this information is used for the Benefit-Cost Analysis, reasonable cost estimates are essential. Contingency Cost should be included as a line item in the budget section and justified. Recommended range is 1 to 5%. **Avoid the use of lump sum costs.**

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
Mobilization	LS	1	\$7,500.00	\$7,500.00
Relacement of Main Entry Doors	EA	3	\$14,500.00	\$43,500.00
Replacement of Building Windows	EA	5	\$3,500.00	\$17,500.00
Replacement of Garage Bay Door	EA	3	\$18,000.00	\$54,000.00
Installation of 750 kW Emergency Generator	EA	1	\$250,000.00	\$250,000.00
Installation of Generator Switchgear and Building Circuits	LS	1	\$150,000.00	\$150,000.00
Upgrade to "West" Elevator	LS	1	\$100,000.00	\$100,000.00
Contingency	LS	1	\$62,250.00	\$62,250.00
<u>Sub-Total</u>				\$684,750.00

B. Labor Include equipment costs. Please indicate all "soft" or in-kind matches (**).

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<u>Sub-Total</u>			\$0.00

C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<u>Sub-Total</u>			\$0.00

D. Total Estimated Project Cost **\$684,750.00**

Note: To be eligible for HMGP funding, pre-award costs must be identified as separate line items in the cost estimate of the application. This must be done in addition to filling out the HMGP Pre-Award Cost Request Form, submitted with application. Mark each Pre-Award cost with an **asterisk (*)**; and In-kind services with **double asterisk (**)**; All In-kind match must be identified in the Section IV.B and D – Funding Sources).

E. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

- | | | | | |
|------|--|---------------------|-----------------------------|-------------------|
| 1. | Estimated Federal Share | <u>\$513,562.50</u> | <u>75</u> % of Total | (Maximum 75%) |
| 2. | Non-Federal Share | | | |
| 3. | Estimated Local Share | <u>\$171,187.50</u> | <u>25</u> % of Total | (Cash) |
| 4. | | <u></u> | <u></u> % of Total | (In-Kind**) |
| 5. | | <u></u> | <u></u> % of Total | (Global Match***) |
| 6. | Other Agency Share
(Identify Non-Federal Agency and availability date) | <u></u> | <u></u> % of Total | |
|
 | | | | |
| 7. | Total Funding sources from above | <u>\$684,750.00</u> | <u>100.00%</u> Total | (Equals 100%) |

**☐ Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.B. Labor.

***☐ Separate project applications must be submitted for each Global Match project.

Global Match Project Number and
Title: _____

F. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimate time-line for the critical activities not to exceed a period of 3 years of performance. (e.g. **Designing, Engineering, Permitting, etc.**)

Milestone(s)	Number of Days to Complete
Engineering, Permitting, Bidding	180
Construction	365
Total	545 Days

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, please provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application)
3. ☒ Project area/structure photographs (Section III, part C of this application).
4. ☐ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Please complete the applicable project worksheets.
Documentation showing dates of construction are required for all structures.
7. ☐ Environmental Justice – Attach documents regarding evaluation (required) and satisfactory resolution (if necessary) of Environmental Justice issues (Highly Disproportionate, Adverse Impact (effects) on Minority or Low Income Population). Documents can include public meeting records, media reports letters from interested persons and groups, studies on population, ethnic groups, quality of life, housing, economics, transportation, public services, schools, public health, recreation, voting, etc.
8. ☐ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
☐ No ☒ Yes; please describe any disproportionate and adverse effects to these populations:

2. To help evaluate the impact of the project, please indicate below any other information you are providing.
☐ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

3. ☒ Attached materials or additional comments: Please include pdf documentation from the US Census Quick Facts and American Factfinder's website of the project area (<http://www.census.gov/>).

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

2. Provide information on any known site work or historic uses for project location.

☐ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

The Town Hall Building would still be used as a "command center" during hurricane events. It would, however, be vulnerable to wind damages and lack of functionality due to a power outage.

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

No Alternative Project

b. Project Location of the Alternative (describe briefly, if different from proposed project)

N/A

☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (if different from proposed project)

c. Scope of Work for Alternative Project

N/A

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

N/A

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	
Labor:	
Fees:	
Total Estimated Project Cost:	\$ 0.00

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

Retrofits to Existing Facilities/Structures

Elevations

Acquisitions with Demolition

- ✓ Dates of Construction
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance
- ✓ Structure photographs

Drainage Improvements

- ✓ Engineering plans/drawings
- ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands
 - o Department of Environmental Protection
 - o Water Management District
 - o U.S. Army Corps of Engineers
- ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance.
- ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats.
- ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources.
- ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland.
- ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

The _____ Town _____ of _____ Pembroke Park _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipients acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ Todd Larson _____ the duly authorized representative
(printed or typed name of signing official)

Public Services Director _____
(title)

This 12 (day) of July (month), 2018 (year).

Signature* _____

****Please Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Please use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: Town Hall Building Hardening

Applicant: Town of Pembroke Park

Application Information	Explanation of Information Required	✓
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Section I

B. Applicant Information

FEMA__-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title/Brief Descriptive Project Summary	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, please attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site. For multiple sites, please list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN) number, also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering Standard (DUNS) number in appropriate location on application. If none, please refer to HMGP FAQ's in Application Reference Material for instructions on obtaining a DUNS number. www.usaspending.gov	☐
7. FIPS Code	List the Federal Information Processing Standard (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, please submit FEMA Form 90-49.	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Please make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Please provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Please provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided."</i>	☐
12. LMS Compliance	a) LMS Project List:	☐

	All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. E.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans)	
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	Type of Hazards the Proposed Project will Mitigate: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☐
2. Identify the Type of Project	Identify the Type of Proposed Project: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☐
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☐
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☐
6. Project Impact	Identify all the items the project may impact or are within the project area.	☐
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☐

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, please describe the 406 activities.	☐
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☐
3. Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a</i>	☐

	significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])? Projects that merely identify or analyze hazards or problems are not eligible. See Sample Scope of Work Language in HMGP Application Reference Material. Generators should not be included in the scope of work unless said generator only powers the mitigation element or is for a critical facility.	☐
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), please describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with the above referenced HMGP application.	☐
5. Purpose / Need	Describe the purpose and need for the proposed project.	☐

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☐
2. Title Holder	Provide the titleholder's name.	☐
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☐
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.4 – detail of these totals)	☐

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal . See instructions on How to make a FIRMette.	☐
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area, proof of flood insurance will need to be provided. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☐

C. City or County Map with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☐
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to http://www.Digital-Topo-Maps.com	☐
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams, creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Please label photographs appropriately. In addition, CDs may be submitted.	☐

Section IV - Budget/Costs

Please make sure all calculations are correct. Provide a breakdown of materials, labor and fees paid for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified. Recommended range is 1 to 5%. It is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	Describe the cost of materials. Provide breakdown.	☐
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind match to detail wages and salaries charged for any in-kind contribution. No overtime wages can be used to satisfy in-kind match contributions).	☐
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	☐
D. Total Estimated Project Cost	Please make sure all calculations are correct. This figure should be the same as the figure for total funding.	☐

E. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 44 CFR 13.24 (b)(1).

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☐
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐
3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☐
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.</i>	☐
5. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	☐
6. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
7. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. D. - Total Estimated Project Costs).	☐

F. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (e.g. <i>Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.</i> See Typical Project Milestones for estimated time-frames) for the critical activities not to exceed a period of 3 years for performance. Milestones should not be grouped together but listed individually. Please allot for the appropriate amount of time.	☐
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Section V - Environmental Review & Historic Preservation Compliance

A. No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs Complete Sections II & IV of the application.	☐
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☐
5. Project Alternatives	Complete Section V part D. of this application.	☐
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☐
7. Documentation Requirements by Project Type	Provide any of the required documentation as listed on page 10 in the Information and Documentation Requirements by Project Type that may have already been obtained.	☐
8. Information/ Documentation Requirements by Project Type	Provide any applicable information or documentation.	☐

B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Documentation of Environmental Justice	Determine the proportion of the population, in either the project zip code or city, characterized as having a minority background, and proportion of the population living below poverty level. Go to http://www.census.gov/ . If yes, complete Section V, part B.	☐
2. Population Affected	List / describe the population affected by this project and the portion of the population adversely impacted. List the attached documentation.	☐
3. Attached Materials	Attach all backup documentation to this application – Include a table of contents that outlines the information you are providing DEM	☐

C. Information required for Tribal Consultation

1. Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☐
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D. Alternative Actions

1. No Action Alternative	Please discuss the impacts on the project area if no action is taken.	☐
2. Other Feasible Alternative Action	It is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☐
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided.	☐
b. Project Location of the Alternative	Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments.	☐
c. Scope of Work – Alternative Project	Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation	

	panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☐
Materials, Labor, and Fees Paid	The details line items are not required. Just enter a total amount.	☐
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☐

Section VI – Maintenance Agreement

1. Maintenance Agreement	Please complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☐
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Other Required Documentation

1. MAPS	All maps must be included with the application.	
2. FFATA Form	During contracting with the state, please complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. This is not required at the time of application submittal.	☐
3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, please be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are included for your convenience. Please use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

*Submit **1 original (signed)** and **2 full copies** of the entire application and backup

RESOLUTION NO. 18-06-12

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN OF PEMBROKE PARK TO SUBMIT AN APPLICATION FOR THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM; DIRECTING THE TOWN STAFF TO COMPLETE AND SUBMIT THE APPLICATION FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management has announced the availability of Hazard Mitigation Grant Program funds as a result of the recent Presidential Disaster Declaration for Hurricane Irma; and

WHEREAS, the grant funds are for communities to undertake mitigation projects that will result in protection of public or private property from natural disasters; and

WHEREAS, the Town staff has identified various projects in the Town which would qualify for and benefit from the Hazard Mitigation Grant Program funding; and

WHEREAS, the Town Commission has determined it is in the Town's best interest for the health, safety and welfare of the residents of the Town to prepare and file an application for Hazard Mitigation Grant Program funding for the Town.

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

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

Section 2: That the Town is authorized and directed to file an application for Florida Division of Emergency Management Hazard Mitigation Grant Program funding for Hurricane Irma (DR-4337).

Section 3: That the Town staff is authorized and directed to complete the grant funding application and to submit the application for and on behalf of the Town.

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

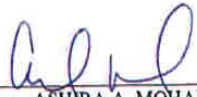
Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 29th day of June, 2018.

Town of Pembroke Park
Resolution No. 18-06-12

ATTEST:



NATASHA JOSEPH
Deputy Town Clerk

ASHIRA A. MOHAMMED
Mayor-Commissioner

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Town Hall Building Hardening
and Electrical Generator
Associated Costs

PAK_6-26-18

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Replacement of Main Entry Doors	3	EA	\$14,500.00	\$43,500.00
3	Replacement of Building Windows	5	EA	\$3,500.00	\$17,500.00
4	Replacement of Garage Bay Doors	3	EA	\$18,000.00	\$54,000.00
5	Installation of 750kW Emergency Generator	1	EA	\$250,000.00	\$250,000.00
6	Installation of Generator Switchgear and Building Circuits	1	LS	\$150,000.00	\$150,000.00
7	Upgrade to "West" Elevator	1	LS	\$100,000.00	\$100,000.00
8	Contingency (10%)	1	LS	\$62,250.00	\$62,250.00
				Total	\$684,750.00

GENERATOR WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **PERMANENT, PORTABLE GENERATORS, and PERMANENT EMERGENCY STANDBY PUMPS** (for flood control measures). For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Town of Pembroke Park Town Hall Building Hardening
Applicant	Town of Pembroke Park
Point of Contact	Name: Peter A. Kunen, P.E. Address (Please include City, State and Zip Code): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 Phone number: (954) 966-5600, Ext. 200 Email: pkunen@townofpembrokepark.com
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	

SECTION II - STRUCTURE GENERAL INFORMATION

Select the type of critical facility to mitigate	☐ Critical Facility Building
	☐ Utility Infrastructure
	☒ Other
Address	3150 S.W. 52nd Avenue
In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.	
City, State and Zip Code	Pembroke Park, FL 33023
County	Broward
Is this a historical building?	Yes ☐ No ☒
Year Built:	1973
Source (Ex: Property Appraiser):	BC Property Appraiser
In the case of utility infrastructure, provide the year of construction of the oldest structure or the average age of the structure, if improvements have been completed over the years, due to land development.	

SECTION III - HAZARD / MITIGATION INFORMATION

Please select the type of project you are proposing:			
Acquisition	☐	Elevation	☐
		Dry Flood Proofing	☐
		Drainage	☐
Flood Control Measures	☐	Floodplain and Stream Restoration	☐
		Flood Diversion	☐
Other	☒	Please describe: Building Hardening	

SECTION IV- PROJECT COST INFORMATION

Mitigation Project Cost	\$
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A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost	\$
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Relates to the amount of money you expect to spend every year maintaining the generator(s), to ensure functionality at the time of a storm event.

SECTION V - LOSS OF SERVICE

Select the type of critical facility service to mitigate	☐	Fire Station
	☐	Hospital
	☐	Police Station
	☒	Other

*In the case of "Other" skip the following questions and refer to "Other Critical Facility Building".

If your critical facility is a FIRE STATION please answer the following questions:

How many people are served by this Fire Station?		
Select the type of area served by this Fire Station	Urban	☐
	Suburban	☐
	Rural	☐
Does the Fire Station provide Emergency Medical Services (EMS)?	YES ☐	NO ☐
Provide the address of the nearest Fire Station (Name, City, Zip Code):		
What is the population being served by the nearest Fire Station?		

If your critical facility is a HOSPITAL please answer the following questions:

How many people are being served by this Hospital?	
What is the address of the nearest Hospital capable of providing the same type of service?	
How many people are being served by the nearest Hospital capable of providing the same type of service?	

If your critical facility is a POLICE STATION please answer the following questions:

Indicate the type of area served by this Police Station	Metropolitan	☐
	City	☐
	Rural	☐
How many people are served by this Police Station?		

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Mitigation Bureau - Technical Unit
October 2017

How many Police Officers work or report to this Police Station?	
How many officers would still work from this building if it is shut down due to a disaster?	

Other Critical Facility Buildings (please describe):

Provide a brief description of how this building is a critical facility which functions are essential to the community during a storm event:
The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.

What is the Annual Operational Budget of this critical facility? \$

Utility Infrastructure (select or describe the type of utility)

Potable Water	☐	Wastewater	☐	Electrical	☐	Gas	☐
Telecom	☐	Other (describe):					

What is the population being served by the utility system that will be mitigated?

Relates to number of customers being served by the system and that will be affected in the case of an outage. Include only the customers connected to locations that will be mitigated.

SECTION VI - HISTORICAL DAMAGES

Provide a list of outages suffered in the past, due to a storm event:

Year	Storm Name	Date	Outage duration (hrs)	Source of outage information
2017	Irma	9/10/17	24	FPL

Did the City or County incurred into any expenses attending the emergency during past events? If so, please provide details:

Refers to any type of expense like: renting portable generators, chillers, sewage trucks to attend the emergency and avoid negative impact.

Year	Expense Description	Cost (\$)

WIND RETROFIT WORKSHEET

for preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Unit

Applies for the following mitigation activities: **WIND RETROFIT** which includes **Opening Protection, Load Path, Roof, Code Plus** activities.
For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

SECTION I - PROJECT GENERAL INFORMATION

Project Name	Town of Pembroke Park Town Hall Building Hardening
Applicant	Town of Pembroke Park
Point of Contact	Name: Peter A. Kunen, P.E., Town Engineer
	Address (Please include City, State and Zip Code): 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023
	Phone number: (954) 966-4600, Ext. 200
	Email: pkunen@townofpembrokepark.com
HMA Program (FMA, PDM, HMGP, 406 PA MITIGATION)	

SECTION II - STRUCTURE GENERAL INFORMATION

Provide the following information for the structure you will be mitigating.

Address	3150 S.W. 52nd Avenue
---------	-----------------------

In case of multiple sites, attach to this worksheet a list of all locations/sites involved in this project.

City, State and Zip Code	Pembroke Park, FL 33023
County	Broward
Is this a historical building?	Yes ☐ No ☒
Year Built	1973
Source (Ex: Property Appraiser):	Broward County Property Appraiser

SECTION III- PROJECT COST INFORMATION

Mitigation Project Cost	\$684,750.00
-------------------------	--------------

A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost	\$7,500.00
-------------------------	------------

Relates to the amount of money you expect to spend every year maintaining the project, to ensure functionality at the time of a storm event.

SECTION IV - STRUCTURE INFORMATION

What is the size of the building (heated square footage only)?	29,700
What is the Building Replacement Value?	\$2,899,080
What is the source of your Building Replacement Value?	Broward County Property Appraiser
Is this a new construction or retrofit of existing structure?	New construction ☐ Existing ☒

Hazard Mitigation Assistance program requires to protect the entire building envelope. To ensure this project complies with program requirements please answer the following:

Are you protecting all openings?	Yes ☐ No ☒
If you are not, please provide an explanation:	We are only replacing the doors and windows that are not hurricane rated.
If existing protection is in place and will not be replaced, would you be able to provide certification proving the existing protection is in compliance and applicable with effective code requirements?	Yes ☒ No ☐
Is the building roof up to code?	Yes ☒ No ☐
If not, are you retrofitting the building roof?	Yes ☐ No ☐
Is this a Code Plus project?	Yes ☐ No ☒

If this is a code plus project, the grant will only fund the difference between building up to code and building above code requirements

If your project is a code plus:

What is the Design Wind Speed required for the area (MPH)?	
What is the Code Plus Project Design Wind Speed?	

Select the type of construction of the building:	
Wood	☐ Comments:
Masonry / Concrete Block	☒ Comments:
Poured Reinforced Concrete Walls	☐ Comments:
Engineered Steel Frame	☐ Comments:
Manufactured Home	☐ Comments:
What is the number of stories above grade?	3

SECTION V - LOSS OF SERVICE

Select the type of critical facility service to mitigate	☐ Fire Station
	☐ Hospital
	☐ Police Station
	☒ Other

*In the case of "Other" skip to questions referring to "Other Critical Facility Building".

If your critical facility is a FIRE STATION please answer the following questions:

How many people are served by this Fire Station?		
Select the type of area served by this Fire Station	Urban	☐
	Suburban	☐
	Rural	☐
Does the Fire Station provide Emergency Medical Services (EMS)?	YES ☐	NO ☐
Provide the address of the nearest Fire Station (Name, City, Zip Code):		
What is the population being served by the nearest Fire Station?		

If your critical facility is a HOSPITAL please answer the following questions:

How many people are being served by this Hospital?	
What is the address of the nearest Hospital capable of providing the same type of service?	
How many people are being served by the nearest Hospital capable of providing the same type of service?	

If your critical facility is a POLICE STATION please answer the following questions:

Indicate the type of area served by this Police Station	Metropolitan	☐
	City	☐
	Rural	☐
How many people are served by this Police Station?		
How many Police Officers work or report to this Police Station?		
How many officers would still work from this building if it is shut down due to a disaster?		

Other Critical Facility Buildings (please describe): Emergency Operations	
Provide a brief description of how this building is a critical facility which functions are essential to the community during a storm event:	
This building serves as the Emergency Operations Center for the Town of Pembroke Park.	
What is the Annual Operational Budget of this critical facility?	\$492,788.00

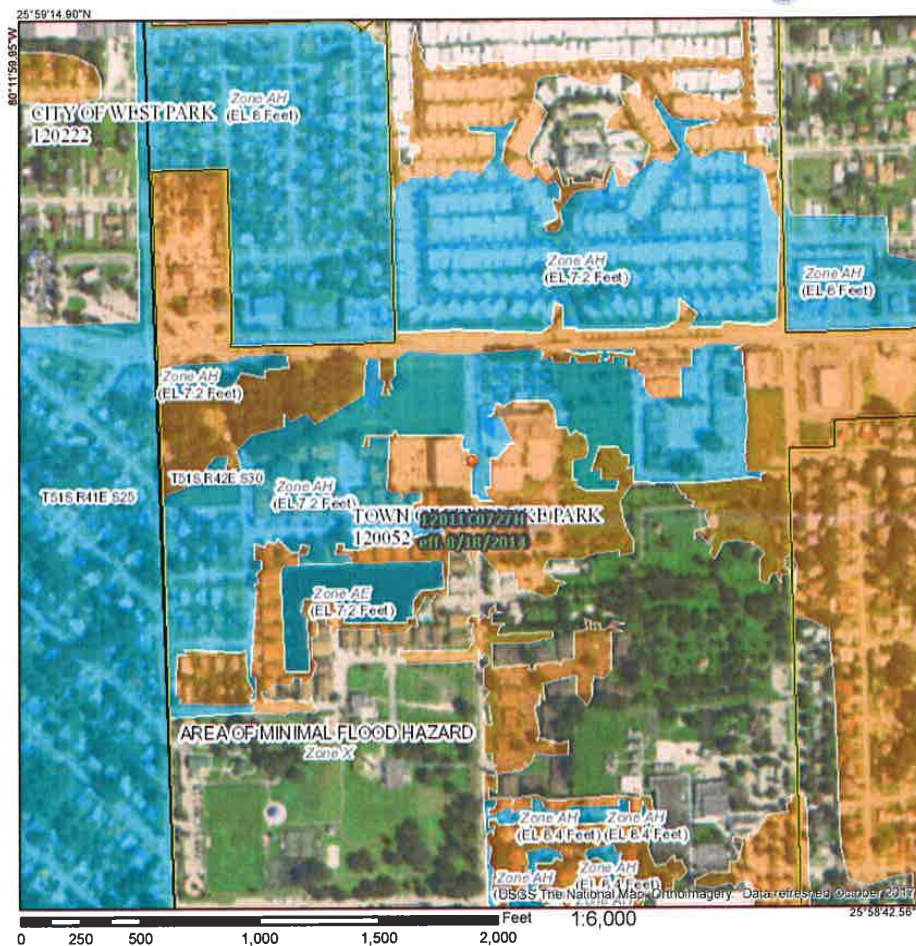
Property Id: 514230140092

**Please see map c



July 6, 2018

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/10/2019 at 2:56:51 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Produced by the United States Geological Survey
 United States Department of the Interior (DOI)
 United States Geological Survey (USGS) - Reston, VA
 1:500,000 scale National Topographic Map Series, 1978
 This map is not a legal document. Boundaries may be
 generalized for the purpose of this map. Boundaries shown on this map
 are not necessarily the same as those shown on the ground. Boundaries shown on this map
 are not necessarily the same as those shown on the ground. Boundaries shown on this map
 are not necessarily the same as those shown on the ground.

Property	U.S. Census	1980, October 1978 - February 1979
Name	U.S. Census	1980, October 1978 - February 1979
Hydrography	Hydrography	Hydrography
Boundaries	Boundaries	Boundaries
Land	Land	Land
Water	Water	Water
Topography	Topography	Topography



This text was produced in partnership with the
 Universal Program of Total Product Banquet 2015.
 It is associated with the product of each member of the



1	2	3
4	5	6
7	8	9

1. Copper Clay
2. Pure Lapis Lazuli
3. Pure Turquoise
4. Obsidian
5. Horn of Ivory
6. Gold
7. Silver
8. Ivory
9. Bone

NORTH MIAMI, FL



Town Hall Building (East Elevation)



Town Hall Building (North Elevation)



Town Hall Building (West Elevation)



Town Hall Building (South Elevation)





**Broward County LMS Working Group
Proposed Mitigation Project
(Page 1 of 7)**

Date of Submittal: June 20, 2018

Project Identification Number (Internally Assigned):

Proposing Jurisdiction/Organization: Town of Pembroke Park

Contact Name: Peter A. Kunen, P.E.

Address: 3150 S.W. 52nd Avenue

Address: Pembroke Park, FL

Telephone: (954) 966-4600, ext. 220

Fax Number: (954) 966-9781

Email Address: pkunen@townofpembrokepark.com

The Proposal – Provide a narrative describing the proposed Initiative and attach maps (both of the location of implementation and area to be benefitted), diagrams and pictures supporting or describing the project:

The proposed project involves upgrades and improvements to the existing Town Hall building. This includes exterior building "hardening," replacement of non-hurricane rated entry doors, windows, and garage bay doors to ones that are hurricane-rated in accordance with the current Building Code requirements. Also included will be a new, larger capacity, generator unit to power the entire building (Lighting, Air Conditioning, Elevators) in the event of a power outage, and upgrades to the building's "West" elevator.

The Action Alternative to the Proposal – Provide a narrative describing the proposed Initiative:

(Include a description of alternative and why the proposed action was selected over this alternative:)

The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.

What is the impact of no action? *The Town Hall Building would still be used as a "command center" during hurricane events. It would, however, be vulnerable to wind damages and lack of functionality due to a power outage.*



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 2 of 7)**

The Benefits of the Proposal – Provide detailed information regarding the benefits of the proposed initiative, or quantify, to the extent possible, the value of the costs avoided if the proposal is implemented.

1. Provide a brief history of losses in the project area to the hazard proposed to be mitigated (e.g., # of floods, dates and damages/flood depths, buildings/infrastructure affected):
2. If the proposed initiative is specifically intended for protection of designated critical facilities:

Is a designated "critical facility" or "essential service" to be benefitted? **YES / NO** If yes, provide type, name and address of facility and/or describe service:

Town of Pembroke Park Town Hall

3150 S.W. 52nd Avenue

Pembroke Park, FL 33023

3. For all types of projects, including those for protection of designated critical facilities:

Number of residential population directly benefitted: 6,663 (The entire Town population)

Number of daytime worker/tourist population directly benefitted: _____

Other population directly benefitted: _____

Describe how project will protect above populations to substantiate: The goals and objectives for the proposed stormwater improvements are intended to mitigate repetitive flood losses, to improve traffic safety for residents and local services such as police, fire rescue, and to avoid repetitive business income losses. The project will provide a "hardened" command center during hurricane events. It would provide a backup facility to the local police and fire should their facilities be damaged or destroyed.

Other jurisdictions/agencies benefitting (list and describe)? _____

(Attach letters of support from other jurisdictions/agencies)

Number of structures to be benefitted: _____ Key infrastructure protected: Public Services to Community

Total estimated value of structure(s) and contents: _____



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 3 of 7)**

Hazards Being Mitigated:

☐ Flood (How: _____)

☒ Wind (How: *The hardening of the doors and windows of Town Hall building would strengthen the building envelope, making the facility less prone to wind damages.*)

☐ Fire (How: _____)

☐ Other (List and How Protected: _____)

Does the project include an additional safety margin for future risk (e.g., urbanization, sea level rise from climate change?). If so, describe:

4. Is avoidance of evacuation to be the outcome of the proposal? **YES / NO**

If yes, explain: *The Town Hall Building is used as a "command center" during hurricane events. This is a critical facility. The non-hardened openings are vulnerable to damage due to their inherent weakness. Should the building envelope be breached during a storm, the effectiveness of the Town's operations during an emergency could be severely compromised.*

5. Is protection of the ability to evacuate to be an outcome? **YES / NO**

If yes, explain: _____

Estimated number of evacuees benefitted by proposal: _____

Estimated number of businesses avoiding evacuation by proposal: _____

6. What are the anticipated impacts to the environment (include direct and indirect environmental benefits):

☐ Improves the environment

☐ Undetermined if project impacts the environment

☒ Neutral to the environment / Not Applicable

☐ Poses a risk to the environment



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 4 of 7)**

Please specify whether project:

☐ Negatively affects land ☐ Negatively affects water ☐ Negatively affects Endangered Species

☐ Negatively affects HAZMAT/Waste Sites

☒ Is consistent with community environmental goals ☒ Is consistent with local, state and federal laws

7. Valuable cultural, historical or civic resource to be protected: YES / NO / NA

If yes, give name, type, description and address of resource:

<u>Name</u>	<u>Type</u>	<u>Description</u>	<u>Address</u>
-------------	-------------	--------------------	----------------

8. Cost of Proposal – Provide the cost to implement the proposal: \$684,750.00

(Attach proposed budget if available)

Describe all potential funding sources: Broward County CDBG, FDEP, FEMA, PDM, HMGP

What is the jurisdiction's plan to meet the non-federal match? (if required of funding source): Town Funds would be utilized.

Briefly explain the components considered in estimating the cost of the proposal:

Estimated costs to furnish and install new doors and windows, electrical power generator, electrical switchgear, wiring, and upgrades to the "west" elevator.

Provide the annual cost of maintaining the project: \$3,000.00 per year

Estimated life of project: 25 years



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 5 of 7)**

Timing of Implementation

9. Provide an estimate of the time needed to complete construction in months: 12 months

Provide an estimate for the time needed to complete A&E, bidding, etc. 6 months

Consistency with Other Plans and Programs

___ Comprehensive Emergency Management Plan (list Section: _____)

X Local or County Comprehensive Plan (Town of Pembroke Park Capital Improvements Plan)

___ Local Mitigation Strategy (LMS) (list Section: _____)

___ Climate Change Action Plan (list Section: _____)

___ Broward County Land Use Plan (list Section: _____)

___ Long-Term Transportation Plan (list Section: _____)

___ County or Local Capital Improvement Plan (list Section: _____)

___ Continuity of Operations Plan (COOP – i.e., protects an alternate facility) (list Section: _____)

___ Local Stormwater Plan (list Section: Town of Pembroke Park Stormwater Master Plan _____)

___ Other (list _____)

Feasibility of Implementation

1. Has the proposed project been used elsewhere for the same purpose? **YES / NO / Unknown**

If yes, where? _____ When: _____

Cost Effectiveness

Attach the results of the Loss Estimation Tool analysis for this project



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 6 of 7)**

Funding Pre-Screening

1. Is pre-disaster funding being sought?

☒ Capital Improvement funding ___ Other local source (please specify) _____

☒ Pre-Disaster Mitigation ___ Repetitive Flood Claim Program ___ Severe Repetitive Loss

___ Fire Management Assistance Grant ___ Flood Mitigation Assistance

☒ Community Development Block Grant ___ Residential Construction Mitigation Program

___ Emergency Operations Center Grant Program ___ State Homeland Security Grant Program

___ Florida Beach Erosion Control Program ___ Community Development Block Grant

2. Is post-disaster funding being sought?

☒ Hazard Mitigation Grant Program ___ Public Assistance 406 Mitigation funds

___ Fire Management Assistance Grant ___ Florida Beach Erosion Control Program

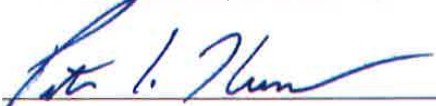
___ Community Development Block Grant

Name and Title of Individual(s) completing form:

Name: Peter A. Kunen, P.E.

Title: Town Engineer

Jurisdiction/Organization: Town of Pembroke Park

Signature: 

Submit form to:

Broward County LMS Working Group
C/O LMS Coordinator
Broward Emergency Management Division
201 NW 84th Avenue
Plantation, FL 33324



**Broward County LMS Working Group
Proposed Mitigation Project
(Page 7 of 7)**

DEFINITIONS

Essential Services:

- First response
- Shelters
- Water/Wastewater
- Power supply
- Telecommunications
- Hospitals

Direct Environmental Benefits

- Example – A stormwater drainage improvement project by better managing stormwater runoff and outfall can improve water quality and reduce the spread of contaminants

Indirect Environmental Benefits

- Example – Protecting a wastewater treatment plant that if damaged by wind or flood could rupture and spill raw sewage into the environment

Consistency with Other Plans

- See the Mitigation Integration Summary for listing of all plans with some link to hazard mitigation in Broward County

Town Hall Building Hardening
and Electrical Generator
Associated Costs

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$7,500.00	\$7,500.00
2	Replacement of Main Entry Doors	3	EA	\$14,500.00	\$43,500.00
3	Replacement of Building Windows	5	EA	\$3,500.00	\$17,500.00
4	Replacement of Garage Bay Doors	3	EA	\$18,000.00	\$54,000.00
5	Installation of 750kW Emergency Generator	1	EA	\$250,000.00	\$250,000.00
6	Installation of Generator Switchgear and Building Circuits	1	LS	\$150,000.00	\$150,000.00
7	Upgrade to "West" Elevator	1	LS	\$100,000.00	\$100,000.00
8	Contingency (10%)	1	LS	\$62,250.00	\$62,250.00
			Total		\$694,750.00

Agreement Number: H0481

Project Number: 4337-338-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	TOWN OF PEMBROKE PARK
Sub-Recipient's unique entity identifier:	59-0968454
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 25, 2020
Subaward Period of Performance Start and End Date:	Upon execution through May 31, 2022
Amount of Federal Funds Obligated by this Agreement:	\$482,343.75
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$482,343.75
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$482,343.75
Federal award project description (see FFATA):	Wind Retrofit/Generator Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Velma.noel@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Pembroke Park, (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

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

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

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

(3) CONTACT

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

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Velma Noel, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4585
Email: Velma.noel@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

Todd Larson
Public Service Director
Town of Pembroke Park
Pembroke Park, Florida 33023
Telephone: 954-518-9107
Email: tlarson@townofpembrokepark.com

- b) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on May 31, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$482,343.75**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
 - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
 - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: TOWN OF PEMBROKE PARK

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 482,343.75

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Retrofitting of existing buildings and facilities
 - Generators for Critical Facilities
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Town Hall building in Pembroke Park, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-338-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for retrofitting the Sub-Recipient's structure and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, the Town of Pembroke Park, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide wind protection to the Town Hall building, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023. Coordinates (25.982920, -80.195260).

The HMGP project shall provide protection to the facility and shall be accomplished by replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with a Florida Building Code-approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event.

The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and

construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structure(s) to continue following a severe wind event. The structure shall be upgraded to meet Florida Building Code and/or Miami Dade Requirements, including all exterior openings.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) Signed and sealed copy of the As-built plans.
- d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- e) Certified Letter of Completion:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - g) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - h) Verification letter or documentation showing the generator is protected to the 500 year (0.2% annual chance) flood elevation.
 - i) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Town Hall building in Pembroke Park, Florida 33023, by replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with a Florida Building Code-approved system. The Sub-Recipient shall also install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation.

The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 9) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 10) Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.
- 11) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 12) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 13) The funding provided by the Division under this subgrant shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 14) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the building may have vulnerabilities due to age, design and location that may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and

enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within twenty-four (24) hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

- 4) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the State and FEMA documenting which protective option they have selected.
 - a) Source of condition: Executive Order 11988 – Floodplains
 - b) Monitoring Required: No
- 9) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within twenty-four (24) hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.
 - a) Source of condition: National Historic Preservation Act (NHPA)
 - b) Monitoring Required: No

This is FEMA project number **4337-338-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 25, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **May 31, 2022**.

F) Financial Consequences:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State and Local Contracting:	3 Months
Design / Permitting:	3 Months
Bidding and Contracting:	3 Months
Construction / Installation:	12 Months
State and Local Inspections:	3 Months
Closeout:	3 Months
Total Period of Performance:	27 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$643,125.00	\$482,343.75	\$160,781.25
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$643,125.00	\$482,343.75	\$160,781.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$643,125.00	\$482,343.75	\$160,781.25

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

Funding Summary

Federal Share:	\$482,343.75	(75%)
Non-Federal Share:	\$160,781.25	(25%)
Total Project Cost:	\$643,125.00	(100%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: TOWN OF PEMBROKE PARK

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Wind Retrofit/Generator Project PROJECT #: 4337-338-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0481

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non- Federal %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE	

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: TOWN OF PEMBROKE PARK PAYMENT #: _____
PROJECT TYPE: Wind Retrofit/Generator Project PROJECT #: 4337-338-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0481

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: TOWN OF PEMBROKE PARK

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u>	
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u>	
PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: TOWN OF PEMBROKE PARK PROJECT #: 4337-338-R
PROJECT TYPE: Wind Retrofit/Generator Project CONTRACT #: H0481
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____
Actions: _____

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____,
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective
subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

TOWN OF PEMBROKE PARK
Sub-Recipient's Name

H0481
DEM Contract Number

4337-338-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-338-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 482,343.75

OBLIGATION/ACTION DATE: February 25, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 024477655

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide wind protection to the Town Hall building, located at 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023. Coordinates (25.982920, -80.195260).

The HMGP project shall provide protection to the facility and shall be accomplished by replacing windows and doors with hurricane rated windows and doors and the replacement of the existing roof membrane system with a Florida Building Code-approved system. The applicant also proposes to install a 750-kW diesel permanent generator and switchgear, including auxiliary electrical work required for the generator and switchgear installation. This project intends to protect the integrity of the building envelope and to ensure the functionality of the building during a storm event.

The project shall provide protection against 186 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



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

Agenda Request

Meeting Date:	
Subject:	
Initiated by:	City Council City Attorney City Manager/Staff
Prepared by:	Name & Title:
Reviewed by:	Name & Title:
Approved by Town Manager:	Signature:
Approved by Town Attorney:	Signature:
Attachments:	
Fiscal Impact:	
Policy Question(s) for Council Considerations:	
Summary:	
Background:	
Discussion/Analysis:	
Options:	
Advantages:	
Disadvantages:	
Possible action:	
Advantages:	
Disadvantages:	
Staff Recommendations:	
Additional Action Needed:	



TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-014

DATE: June 19, 2020

TO: Hon. Ashira Mohammed, Mayor
Hon. Howard Clark, Vice-Mayor
Hon. Geoffrey Jacobs, Clerk-Commissioner
Hon. Georgina Cohen, Commissioner
Hon. Ray Dieuville, Commissioner

TO: Juan C. Jimenez, Town Manager

TO: Chris Ryan, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official

RE: BUILDING INSPECTIONS FUND ADVISORY BOARD

At this time, I would like to request the commission to authorize the formation of the Building Inspections Fund Advisory Board, as required in the Florida State Statutes 553.80(7)(a), <see exhibit "A">. This board will assist in the carried forward of any available fund surplus by the building department.

In addition, would like to request that the members of the above-mentioned advisory board, be selected by a three member panel, composed by the Town Manager, Finance Director and the Building official, or their designees.

Furthermore, it's the intent to have this board meet once a year at a time and location to be determined; but prior to the end of the budget fiscal year.

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Marlen Martell, Deputy Clerk
File.

\\tp.local\users\mnunez\documents\topp-man\memos\20-014.docx

EXHIBIT "A"

Select Year:

The 2019 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

[Chapter 553](#)
BUILDING CONSTRUCTION
STANDARDS

[View Entire
Chapter](#)

553.80 Enforcement.—

(1) Except as provided in paragraphs (a)-(g), each local government and each legally constituted enforcement district with statutory authority shall regulate building construction and, where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities, unless such responsibility has been delegated to another unit of government pursuant to s. 553.79(9).

(a) Construction regulations relating to correctional facilities under the jurisdiction of the Department of Corrections and the Department of Juvenile Justice are to be enforced exclusively by those departments.

(b) Construction regulations relating to elevator equipment under the jurisdiction of the Bureau of Elevators of the Department of Business and Professional Regulation shall be enforced exclusively by that department.

(c) In addition to the requirements of s. 553.79 and this section, facilities subject to the provisions of chapter 395 and parts II and VIII of chapter 400 shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of chapter 395 and parts II and VIII of chapter 400 and the certification requirements of the Federal Government. Facilities subject to the provisions of part IV of chapter 400 may have facility plans reviewed and shall have construction surveyed by the state agency authorized to do so under the requirements of part IV of chapter 400 and the certification requirements of the Federal Government.

(d) Building plans approved under s. 553.77(3) and state-approved manufactured buildings, including buildings manufactured and assembled offsite and not intended for habitation, such as lawn storage buildings and storage sheds, are exempt from local code enforcing agency plan reviews except for provisions of the code relating to erection, assembly, or construction at the site. Erection, assembly, and construction at the site are subject to local permitting and inspections. Lawn storage buildings and storage sheds bearing the insignia of approval of the department are not subject to s. 553.842. Such buildings that do not exceed 400 square feet may be delivered and installed without need of a contractor's or specialty license.

(e) Construction regulations governing public schools, state universities, and Florida College System institutions shall be enforced as provided in subsection (6).

(f) The Florida Building Code as it pertains to toll collection facilities under the jurisdiction of the turnpike enterprise of the Department of Transportation shall be enforced exclusively by the turnpike enterprise.

(g) Construction regulations relating to secure mental health treatment facilities under the jurisdiction of the Department of Children and Families shall be enforced exclusively by the department in conjunction with the Agency for Health Care Administration's review authority under paragraph (c).

The governing bodies of local governments may provide a schedule of fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for the enforcement of the provisions of this part. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. The authority of state enforcing agencies to set fees for enforcement shall be derived from authority existing on July 1, 1998. However, nothing contained in this subsection shall operate to limit such agencies from adjusting their fee schedule in conformance with existing authority.

(2)(a) Any two or more counties or municipalities, or any combination thereof, may, in accordance with the provisions of chapter 163, governing interlocal agreements, form an enforcement district for the purpose of enforcing and administering the provisions of the Florida Building Code. Each district so formed shall be registered with the department on forms to be provided for that purpose. Nothing in this subsection shall be construed to supersede provisions of county charters which preempt municipal authorities respective to building codes.

(b) With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose, each time after the third such review the plans are rejected for that code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review.

(c) With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent reinspection of any project or activity for the same code violation specifically and continuously noted in each rejection, including, but not limited to, egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing, and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first reinspection, whichever is greater, for each such subsequent reinspection.

(3)(a) Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

(b)1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:

- a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet or the square footage of the primary structure, whichever is less.
- b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
- c. Building and inspection fees.

2. However, the exemptions under subparagraph 1. do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

3. Each code exemption, as defined in sub-subparagraphs 1.a., b., and c., shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

(4) When an enforcement district has been formed as provided herein, upon its registration with the department, it shall have the same authority and responsibility with respect to building codes as provided by this part for local governing bodies.

(5) State and regional agencies with special expertise in building code standards and licensing of contractors and design professionals shall provide support to local governments upon request.

(6) Notwithstanding any other law, state universities, Florida College System institutions, and public school districts shall be subject to enforcement of the Florida Building Code under this part.

(a)1. State universities, Florida College System institutions, or public school districts shall conduct plan review and construction inspections to enforce building code compliance for their building projects that are subject to the Florida Building Code. These entities must use personnel or contract providers appropriately certified under part XII of chapter 468 to perform the plan reviews and inspections required by the code. Under these arrangements, the entities are not subject to local government permitting requirements, plans review, and inspection fees. State universities, Florida College System institutions, and public school districts are liable and responsible for all of their buildings, structures, and facilities. This paragraph does not limit the authority of the county, municipality, or code enforcement district to ensure that buildings, structures, and facilities owned by these entities comply with the Florida Building Code or to limit the authority and responsibility of the fire official to conduct firesafety inspections under chapter 633.

2. In order to enforce building code compliance independent of a county or municipality, a state university, Florida College System institution, or public school district may create a board of adjustment and appeal to which a substantially affected party may appeal an interpretation of the Florida Building Code which relates to a specific project. The decisions of this board, or, in its absence, the decision of the building code administrator, may be reviewed under s. 553.775.

(b) If a state university, Florida College System institution, or public school district elects to use a local government's code enforcement offices:

1. Fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts may not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

2. Counties and municipalities shall expedite building construction permitting, building plans review, and inspections of projects of state universities, Florida College System institutions, and public schools that are subject to the Florida Building Code according to guidelines established by the Florida Building Commission.

3. A party substantially affected by an interpretation of the Florida Building Code by the local government's code enforcement offices may appeal the interpretation to the local government's board of adjustment and appeal or to the commission under s. 553.775 if no local board exists. The decision of a local board is reviewable in accordance with s. 553.775.

(c) The Florida Building Commission and code enforcement jurisdictions shall consider balancing code criteria and enforcement to unique functions, where they occur, of research institutions by application of performance criteria in lieu of prescriptive criteria.

(d) School boards, Florida College System institution boards, and state universities may use annual facility maintenance permits to facilitate routine maintenance, emergency repairs, building refurbishment, and minor renovations of systems or equipment. The amount expended for maintenance projects may not exceed \$200,000 per project. A facility maintenance permit is valid for 1 year. A detailed log of alterations and inspections must be maintained and annually submitted to the building official. The building official retains the right to make inspections at the facility site as he or she considers necessary. Code compliance must be provided upon notification by the building official. If a pattern of code violations is found, the building official may withhold the issuance of future annual facility maintenance permits.

This part may not be construed to authorize counties, municipalities, or code enforcement districts to conduct any permitting, plans review, or inspections not covered by the Florida Building Code. Any actions by counties or municipalities not in compliance with this part may be appealed to the Florida Building Commission. The commission, upon a determination that actions not in compliance with this part have delayed permitting or construction, may suspend the authority of a county, municipality, or code enforcement district to enforce the Florida Building Code on the buildings, structures, or facilities of a state university, Florida College System institution, or public school district and provide for code enforcement at the expense of the state university, Florida College System institution, or public school district.

(7)(a) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include reserve amounts. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government which established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

1. As used in this subsection, the phrase "enforcing the Florida Building Code" includes the direct costs and reasonable indirect costs associated with review of building plans, building inspections, reinspections, and building permit processing; building code enforcement; and fire inspections associated with new construction. The phrase may also include training costs associated with the

enforcement of the Florida Building Code and enforcement action pertaining to unlicensed contractor activity to the extent not funded by other user fees.

2. A local government must use any excess funds that it is prohibited from carrying forward to rebate and reduce fees.

3. The following activities may not be funded with fees adopted for enforcing the Florida Building Code:

- a. Planning and zoning or other general government activities.
- b. Inspections of public buildings for a reduced fee or no fee.
- c. Public information requests, community functions, boards, and any program not directly related to enforcement of the Florida Building Code.
- d. Enforcement and implementation of any other local ordinance, excluding validly adopted local amendments to the Florida Building Code and excluding any local ordinance directly related to enforcing the Florida Building Code as defined in subparagraph 1.

4. A local government shall use recognized management, accounting, and oversight practices to ensure that fees, fines, and investment earnings generated under this subsection are maintained and allocated or used solely for the purposes described in subparagraph 1.

5. The local enforcement agency, independent district, or special district may not require at any time, including at the time of application for a permit, the payment of any additional fees, charges, or expenses associated with:

- a. Providing proof of licensure pursuant to chapter 489;
- b. Recording or filing a license issued pursuant to this chapter;
- c. Providing, recording, or filing evidence of workers' compensation insurance coverage as required by chapter 440; or
- d. Charging surcharges or other similar fees not directly related to enforcing the Florida Building Code.

(b) By December 31, 2020, the governing body of a local government that provides a schedule of fees shall create a building permit and inspection utilization report and post the report on its website. The information in the report shall be derived from relevant information available in the most recently completed financial audit. After December 31, 2020, the governing body of a local government that provides a schedule of fees shall update its building permit and inspection utilization report before making any adjustments to the fee schedule. The report shall include:

1. Direct and indirect costs incurred by the local government to enforce the Florida Building Code, including costs related to:
 - a. Personnel services costs, including salary and related employee benefit costs incurred by the local government to enforce the Florida Building Code.
 - b. Operating expenditures and expenses.
2. Permit and inspection utilization information, including:
 - a. Number of building permit applications submitted.
 - b. Number of building permits issued or approved.
 - c. Number of building inspections and reinspections requested.
 - d. Number of building inspections and reinspections conducted.
 - e. Number of building inspections conducted by a private provider.
 - f. Number of audits conducted by the local government of private provider building inspections.
 - g. Number of personnel dedicated by the local government to enforce the Florida Building Code, issue building permits, and conduct inspections.

- h. Other permissible activities for enforcing the Florida Building Code as described in subparagraph (a)1.
 - 3. Revenue information, including:
 - a. Revenue derived from fees pursuant to paragraph (a).
 - b. Revenue derived from fines pursuant to paragraph (a).
 - c. When applicable, investment earnings from the local government's investment of revenue derived from fees and fines pursuant to paragraph (a).
 - d. Balances carried forward by the local government pursuant to paragraph (a).
 - e. Balances refunded by the local government pursuant to paragraph (a).
 - f. Revenue derived from other sources, including local government general revenue.
 - (c) The governing body of a local government that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the governing body, for identifying building permits for each unit or subunit assigned by the governing body to a particular tax parcel identification number.
 - (8) The Department of Agriculture and Consumer Services is not subject to local government permitting requirements, plan review, or inspection fees for agricultural structures, such as equipment storage sheds and pole barns that are not used by the public.
- History.**—s. 11, ch. 74-167; s. 3, ch. 75-111; s. 5, ch. 77-365; s. 3, ch. 85-97; s. 805, ch. 97-103; ss. 50, 51, ch. 98-287; ss. 85, 86, ch. 2000-141; ss. 34, 35, ch. 2001-186; ss. 3, 4, ch. 2001-372; s. 87, ch. 2002-1; s. 27, ch. 2002-20; s. 12, ch. 2005-147; s. 64, ch. 2006-1; s. 15, ch. 2008-191; s. 37, ch. 2010-176; s. 127, ch. 2014-17; s. 276, ch. 2014-19; s. 23, ch. 2014-154; s. 21, ch. 2016-129; s. 10, ch. 2017-149; s. 7, ch. 2019-75; s. 3, ch. 2019-121.

RESOLUTION NO. 2020-085

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ESTABLISHING THE PEMBROKE PARK BUILDING INSPECTIONS FUND ADVISORY BOARD; DESIGNATING THE ADVISORY BOARD MEMBER SELECTION COMMITTEE; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 553, Florida Statutes, regulates Building Construction Standards for the State of Florida; and

WHEREAS, Section 553.80, Florida Statutes, relates to the establishment of building inspection fees schedules and the establishment of a local government Building Inspections Fund Advisory Board by local governments relating to the use of building inspection fees in their respective jurisdiction; and

WHEREAS, the local government Building Inspections Fund Advisory Board must consist of five members from the construction stakeholder community; and

WHEREAS, the Town Commission desires to establish the Building Inspections Fund Advisory Board and appoint the advisory board selection committee at this time.

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

Section 1: That the Town Commission hereby creates the Pembroke Park Building Inspections Fund Advisory Board.

Section 2: That the Town Commission hereby designates the Town Manager, the Finance and Budget Director and the Chief Building Official to be the selection committee for the members of the Pembroke Park Building Inspections Fund Advisory Board.

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Section 3: That the Pembroke Park Building Inspections Fund Advisory Board shall have all authority granted to it in Section 553.80, Florida Statutes.

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

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

PASSED AND ADOPTED this 25th day of June, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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