



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Tuesday, July 6, 2021

Council Chambers

	Page
1. CALL TO ORDER	
2. PLEDGE OF ALLEGIANCE	
3. ROLL CALL	
4. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE	
5. CONSENT AGENDA	
5.1. Approval of Minutes - Town Clerk Martell May 12, 2021 Regular Commission Meeting May 12, 2021 Pension Board Meeting May 26, 2021 Workshop Commission Meeting 05 12 2021 PENSION BOARD Minutes 05 12 2021 REGULAR COMMISSION MINUTES 05 26 2021 Workshop Commission Meeting	6 - 20
5.2. Bills over \$500 - Finance Director Taubenfeld Finance Bills Over \$500 July 6 2021 Speical Commission Meeting	21 - 22
5.3. 2020 Fiscal Year End Audit report - Finance Director Taubenfeld Fiscal 2020 Year End Audit Staff recommends approval of 2020 Fiscal Year End Audit 2020 AUDIT PEMBROKE PARK FINAL	23 - 99
5.4. Requesting Commission Approval for Police Vehicles - Interim Police Chief Howard We are requesting to change the type of vehicle for the Police Department Agenda Item Report - AIR-21-145 - Pdf	100 - 101
5.5. Resolution 2021-034 FDEP Water Protection Grants Program - Town Planner Siegel RESOLUTION NO. 2021-034 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO APPLY FOR THE FLORIDA WATER PROTECTION GRANT PROGRAM; AUTHORIZING THE TOWN PLANNER TO EXECUTE THE GRANT APPLICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.	102 - 105

- Approval of Resolution 2021-034
[Agenda Item Report - AIR-21-136 - Pdf](#)
- 5.6. Easement Agreement - School Board of Broward County - Interim Public Services Director Jacques 106 - 123
- We recommend approval of said agreement.
[Agenda Item Report - AIR-21-125 - Pdf](#)
- 5.7. SOC Software for the Town and Police department - IT Director Pakula 124 - 128
- Approve the purchase of the SOC Software.
[Agenda Item Report - AIR-21-140 - Pdf](#)
- 5.8. Purchase of Software Firewall for Police Department - IT Director Pakula 129 - 144
- Approve the purchase of the Software Firewall from SBF Solutions.
[Agenda Item Report - AIR-21-133 - Pdf](#)
- 5.9. Anti-Virus For Police Department - IT Director Pakula 145 - 146
- The Town Purchase Anti Virus for Police Department
[Agenda Item Report - AIR-21-130 - Pdf](#)
- 5.10. Engineering and Consulting Services for Hardening of the Town Hall and Police Department - Interim Public Services Director Jacques 147 - 149
- Approve the purchase of the Consulting Service.
[Agenda Item Report - AIR-21-138 - Pdf](#)
- 5.11. Internet for the New police Department and backup for the Town - IT Director Pakula 150 - 156
- Approve the purchase of the Internet from Crown Castle and ACC.
[Agenda Item Report - AIR-21-139 - Pdf](#)
- 5.12. Purchase of New laptops for Town Staff - IT Director Pakula 157 - 163
- Approve the purchase of the Laptops from Dell.
[Agenda Item Report - AIR-21-141 - Pdf](#)
- 5.13. Internet for backup for the Town - IT Director Pakula 164 - 190
- Approve the purchase of the internet for the Town.
[Agenda Item Report - AIR-21-142 - Pdf](#)
- 5.14. Purchase of Dell servers and hardware for Police Department - IT Director Pakula 191 - 194
- Approve the purchase of servers and hardware for Police Department

[Agenda Item Report - AIR-21-143 - Pdf](#)

- 5.15. Calvin, Giordano & Associates - engineering contract renewal - Interim Public Services Director Jacques 195 - 225

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

[Agenda Item Report - AIR-21-137 - Pdf](#)

- 5.16. Keith and Associates Hardening of Town Hall and Police Build out - Town Manager Jimenez 226 - 351

[PS Proposal Town Hall Building Hardening- Work Authorization #10](#)

[PS Proposal Town Hall Police Office- Work Authorization #11](#)

- 5.17. Mayor Jacobs and/or Commissioners attending the FLC Conference - Mayor Jacobs 352 - 354
Florida League of Cities Annual Conference on August 12-14, 2021

89th Annual Mayor's Conference on September 1-4, 2021 - Mayor Jacobs

[Mayor Jacobs Conference](#)

- 5.18. Structural repairs to Air Conditioning Duct Work System at Town Hall Lobby - Building Official Nunez, Finance Director Taubenfeld 355 - 365

[Finance Genard Associates](#)

[Finance Sagoma Elevating Low Ceiling at Corr](#)

[Finance Solutions Capital Groups Design Build Quote for Duct in Corridor](#)

- 5.19. Building Department Renovation Change Orders - Town Manager Jimenez 366

[Change Orders for approval](#)

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

Ms. Lucy Weber, District 3

Mr. Gary Schrader, District 1

Ms. Evelyn Cunningham, District 4

Ms. Paulette Walker, District 5

Ms. Bianca Buchanan, District 2

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

- 5.21. Juneteenth Holiday - Mayor Jacobs, HR Menegazzo, Town Manager Jimenez

- 5.22. Appointment of Planning and Zoning Board Member - Town Planner Siegel, Town Clerk Martell 367 - 368
Shauniel Brown

Town Commission to appoint members to the Planning and Zoning Board

[Agenda Item Report - AIR-21-149 - Pdf](#)

- 5.23. Preserve ADA Restroom Change Order Requests 1-3 (\$28,446.25) - Interim Public Services Director Jacques 369 - 379

Request for approval to proceed with change order and accept additional cost

[Agenda Item Report - AIR-21-155 - Pdf](#)

6. NEW BUSINESS

- 6.1. Financing for the Police Department - Finance Director Taubenfeld 380 - 390

RESOLUTION NO. 2021-036

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; **APPROVING THE TERMS OF INDEBTEDNESS WITH SYNOVUS NOT TO EXCEED 2.5 MILLION DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO COMPLETE THE LOAN PROCESS;**SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

The Finance Department is recommending the Commission to approve the proposed Term Sheet from Synovus Bank for financing the establishment of the Police Department.

[Agenda Item Report - AIR-21-144 - Pdf](#)

- 6.2. RESOLUTION ESTABLISHING THE TOWN'S INTENT TO REIMBURSE CERTAIN CAPITAL IMPROVEMENT PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS - Town Attorney Anderson 391 - 395

RESOLUTION NO. 2021-035

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; **ESTABLISHING THE TOWN'S INTENT TO REIMBURSE CERTAIN CAPITAL IMPROVEMENT PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS;** PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Approve Resolution

[Agenda Item Report - AIR-21-154 - Pdf](#)

[2021-035 Reimbursement Resolution](#)

- 6.3. Bond Counsel - Town Attorney Anderson 396 - 398

[Attorney Pembroke Park Engagement Letter \(01805341\) \(002\)](#)

- 6.4. Discussion on the proposed Millage Rate for upcoming Fiscal Year (2021/2022) and Budget Hearing Dates - Finance Director Taubenfeld 399 - 401
RESOLUTION NO. 2021 - 037

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2021-22** AND PROVIDING AN EFFECTIVE DATE.

At this time, staff recommends that the millage rate remains the same at 8.50. The proposed schedule hearing dates are September 8th and September 22nd. These are the scheduled dates for our workshop and commission meeting.

[Agenda Item Report - AIR-21-151 - Pdf](#)
[2021-037 tentative millage 2021](#)

7. DISCUSSION - NONE
8. REPORTS OF COMMITTEES AND CITY STAFF
9. ANNOUNCEMENTS
Special Magistrate Code Enforcement Hearing - Tuesday, July 20th
Workshop Committee Meeting - Wednesday, August 25th
10. 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.



MINUTES PENSION BOARD MEETING

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

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

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

EXCUSED: Mayor Geoffrey Jacobs

1. VIRTUAL INSTRUCTIONS

Pension Board Meeting

NOTICE IS HEREBY GIVEN

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

PENSION BOARD MEETING

Virtual meeting instructions

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

You can dial in using your phone.

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

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

Access Code: 860-038-797

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

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

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

3. PLEDGE OF ALLEGIANCE - WAS RECITED IN UNISON

4. ROLL CALL

Commissioners present:

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

Commissioners late: NONE

Commissioners absent:

Geoffrey Jacobs, Mayor

Staff present:

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

5. PRESENTATIONS

5.1. Pension plan update - Pension Advisor Rosen

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

6. ATTORNEY COMMENTS - NONE

7. TOWN MANAGER COMMENTS- NONE

8. COMMISSIONER COMMENTS - NONE

9. ADJOURNMENT

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

Marlen D. Martell, Town Clerk



MINUTES REGULAR COMMISSION MEETING

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

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

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

EXCUSED:

LATE: Mayor Geoffrey Jacobs

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

1. VIRTUAL INSTRUCTIONS

Regular Commission Meeting

NOTICE IS HEREBY GIVEN

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

REGULAR COMMISSION MEETING

Virtual meeting instructions

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

You can dial in using your phone.

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

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

Access Code: 213-605-397

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

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

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

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

2. CALL TO ORDER

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

3. PLEDGE OF ALLEGIANCE

Recited in unison.

4. ROLL CALL

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

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

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

6. PRESENTATIONS / PROCLAMATIONS / RECOGNITIONS

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

Final Audit Report submitted to the State.

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

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

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

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

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

8. CONSENT AGENDA

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

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

RESOLUTION NO. 2021-028

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

RESOLUTION NO. 2021-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

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

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

RESOLUTION NO. 2021-030

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

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

RESOLUTION NO. 2021 -029

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

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

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

RESOLUTION NO. 2021-033

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

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

RESOLUTION NO. 2021-032

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

8.14. MOTION TO APPROVED CONSENT AGENDA

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

Motion to approve consent agenda.

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

PASSED 4-0 on a recorded vote

9. RESOLUTIONS

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

RESOLUTION NO. 2021-031

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

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

10. ORDINANCES

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

ORDINANCE NO. 2021-004

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

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

Moved by Mayor Geoffrey Jacobs

Seconded by Clerk Commissioner Reynold Dieuveille

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

Ayes: Mayor Geoffrey Jacobs and Clerk Commissioner Reynold Dieuveille

Nays: Commissioner Howard Clark and Vice Mayor Georgina Cohen

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

10.2. Solid Waste Collection - Town Attorney Anderson

ORDINANCE 2021-005

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

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

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

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

PASSED 1st READING 4-0 on a recorded vote

10.3. Procurement Code Ordinance - Town Attorney Anderson

ORDINANCE NO. 2021-006

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

Moved by Mayor Geoffrey Jacobs
Seconded by Clerk Commissioner Reynold Dieuveille

Recommend the Commission approve the Procurement Code Ordinance

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

PASSED 1ST READING 4-0 on a recorded vote

11. NEW BUSINESS - NONE

12. OLD BUSINESS - NONE

13. DISCUSSION

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

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

Motion to approve attending meeting in Washington DC.

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

PASSED 4-0 on a recorded vote

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

Moved by Commissioner Howard Clark
Seconded by Vice Mayor Georgina Cohen

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

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

PASSED 4-0 on a recorded vote

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

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

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

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

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

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

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

14. ATTORNEY REPORTS - NONE

15. TOWN MANAGER REPORTS - NONE

16. COMMISSION REPORTS

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

Clerk Commissioner Dieuveille - He will miss Vice Mayor Cohen

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

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

17. ANNOUNCEMENTS

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

Haitian Flag Day is May 18th, 2021

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

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

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

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

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

18. ADJOURNMENT

Marlen D. Martell, Town Clerk



TOWN OF PEMBROKE PARK

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

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

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

WORKSHOP COMMISSION MEETING MINUTES

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

2. PLEDGE OF ALLEGIANCE led by Commission.

3. ROLL CALL OF THE CITY OFFICIALS:

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

ABSENT:

Commissioner Howard P. Clark.

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

4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

Added Public Services Item 12.2
Remove item 15.1

1

Town of Pembroke Park
Workshop Commission Meeting
May 26, 2021

6. REPORTS OF COMMITTEES AND CITY STAFF

6.1 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

6.2 Broward Sheriff's Office - Captain Coker

REPORT GIVEN TO THE COMMISSION FOR REVIEW

11. POLICE DEPARTMENT – INTERIM POLICE CHIEF HOWARD

11.1 Police Department architectural plan design and build out

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

7. BUILDING DEPARTMENT - BUILDING OFFICIAL NUNEZ

7.1 Building Department Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

7.2 CRS Recertification

DISCUSSION ONLY

8. CODE ENFORCEMENT - CHIEF CODE ENFORCEMENT OFFICER RAMIREZ

8.1 Code Enforcement Department April 2021 Monthly Status Report

REPORT GIVEN TO THE COMMISSION FOR REVIEW

5. PRESENTATIONS

5.1 Lobbyist Sigerson

DAVE SIGERSON SPOKE ON RECORD

9. FINANCE DEPARTMENT – FINANCE DIRECTOR TAUBENFELD

9.1 Revenue and Expenditures for the Month end April

REPORT GIVEN TO THE COMMISSION FOR REVIEW

9.2 Bills Over \$500

REPORT GIVEN TO THE COMMISSION FOR REVIEW

ITEM PLACED ON THE CONSENT AGENDA

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

10. TOWN PLANNER SIEGEL, AICP

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

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

12. PUBLIC SERVICES DEPARTMENT - INTERIM PUBLIC SERVICES DIRECTOR JACQUES

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

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

13. HUMAN RESOURCES – HR CONSULTANT MENEGAZZO
NONE

14. IT DEPARTMENT – IT DIRECTOR PAKULA
NONE

15. DISCUSSION

15.1 BSO
Contract – Mayor Jacobs
ITEM REMOVED FROM THE AGENDA

16. OLD BUSINESS
NONE

17. NEW BUSINESS

18. TOWN ATTORNEY COMMENTS:

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

18.1 Solid Waste Collection - Town Attorney Anderson

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

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

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

ALL CANDIDATES FOR THE CHARTER REVIEW COMMITTEE HAVE BEEN VETTED.
ADD TO NEXT MEETING MEMBERS TO BE VOTED ON.

AWAITING FINAL CANDIDATE FOR COMMISSIONER CLARK’S DISTRICT.

19. TOWN MANAGER COMMENTS:

Lobbyist – Town Manager Jimenez

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

20. COMMISSION COMMENTS

Commissioner Clark: ABSENT

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

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

Mayor Jacob: EVERYONE IS WORKING NICELY TOGETHER

20. ANNOUNCEMENTS

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

4

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

ADJOURNMENT

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

Commission approved on: _____

ATTEST:

(SEAL)

Marlen D. Martell, Town Clerk

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

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

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

**Town of Pembroke Park
Bills Over \$500
July 06, 2021
Special Commission Meeting**

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

Addendums				
Invoice#	Vendor	Service/Product	Dept.	Amount
12618	Aero Electric Inc.	Service Work at Lift Station on S. Park Road	Stormwater	\$ 696.30
12617	Aero Electric Inc.	Work Done on the ATS at Lift Station on 52nd Ave	Sewer	\$ 917.60
12622	Aero Electric Inc.	Service Call for Malfunctioning ATS at Lift Station on SW 24th Street	Stormwater	\$ 965.07
421872	All American Cooling Inc.	Working Done for New Lobby at Town Hall	NonDept	\$ 700.00
5159	Atelecom Inc.	Cut Out PVC Wiring and Cleaning Up Old Cables in Lobby and Hallway at Town Hall	IT	\$ 1,275.00
217945	Brinkley Morgan	Matters Regarding the Progressive Waste Litigation Through May 31st, 2021	Legal	\$ 1,802.50
PembrokePark2021-2022	Broward Metropolitan Planning Organization	8 Cents Per Capita Contribution 7/1/2021-6/30/2022	Commission	\$ 543.28
123735452	Comcast Business	Town Hall and Parks Ethernet/Internet (June 2021)	NonDept/Parks	\$ 5,328.52
394886	Cougar Mountain Software	Annual SA Module Support Hours	Finance	\$ 540.00
21140	Imperial Electric Inc.	Repair Street Lighting on I-95 and 40 Avenue	Roads	\$ 2,330.63
2021349	Law Enforcement Seminars LLC	Background Investigations Seminar	Law Enforcement	\$ 1,155.00
2021-PP-0501	Michael Miller Planning Associates	General Planning Services Rendered Through May 31st, 2021	Planning	\$ 3,990.00
06162021STMT	Rafael Suarez-Rivas Esq.	Code Enforcement Special Magistrate Services Held June 16th, 2021	Legal	\$ 600.00
169969	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through May 31st, 2021)	Legal	\$ 1,018.85
142786	Southeast Mechanical Service	Quarterly A/C Maintenance Work at Town Hall	NonDept	\$ 848.55
2021.06.04	Traf Tech Engineering Inc.	1899 SW 31st Ave Completion of Truck Counts and Observations	Planning	\$ 2,500.00
INV001766	The United States Conference of Mayors	Annual Member Fiscal Year End 2022	Commission	\$ 1,992.00
Total:				\$27,203.30

Purchase Orders				
305555	Dell Computers Corporation	Dell Precision 3240 Compact Computer, Monitor, Keyboard and Mouse for IT Assistant	IT	\$ 1,920.24
305556	City Fire Inc.	Replace Wiring for Fire Alarm and Relocate Pull Stations	NonDept	\$ 954.99
305557	First Choice Mobile Auto Repair	Installation of Gas Tank for Recycle Truck	Roads	\$ 1,500.00
305558	Gallo Signs	Painting and Installation of New Town Logo on (3) Entrance Signs	Roads	\$ 975.00
305559	Russell-Thomas Electric Inc.	Drilling and X-Raying for Electrical Installation for New Police Dept	NonDept	\$ 1,825.00
305560	C&I Constructions and Design Inc.	Repair Upper Gide Railing at Lift Station #16	Sewer	\$ 2,532.00
305562	Protek Electrical Engineering Inc.	Power Electrical Design To Replace (2) Lift Station Pumps and Survey Existing Condition	Sewer	\$ 2,400.00
305563	OB Cabinets LLC	Kitchen Cabinets for Preserve Park Building	Parks	\$ 2,250.00
Total:				\$14,357.23

Grand Total:	\$55,077.73
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**TOWN OF PEMBROKE PARK, FLORIDA
AUDITED FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**



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FINANCIAL SECTION



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INDEPENDENT AUDITOR'S REPORT

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

Report of the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the fiduciary funds of the Town of Pembroke Park, Florida ("the Town") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and fiduciary funds information of the Town, as of September 30, 2020, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, pension schedules and other post-employment benefits schedule listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 12, 2021, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

S. Davis & Associates, P.A.

Hollywood, Florida
May 12, 2021

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

Management's Discussion and analysis ("MD&A") is presented to offer readers of the Town of Pembroke Park's ("the Town") financial statements a narrative presentation of the Town's financial performance for the fiscal year ended September 30, 2020, in accordance with Government Accounting Standard Board. This discussion and analysis will provide an overview of the Town's financial activities when read in conjunction with the Town's financial statements.

FINANCIAL HIGHLIGHTS

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

OVERVIEW OF THE FINANCIAL STATEMENTS

The MD&A is intended to serve as an introduction to the Town's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also

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

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

Government-wide statements: The government-wide financial statements are designed to provide information about the activities of the Town as a whole, in a manner similar to a private sector business. Both long-term and short-term information regarding the Town's finances are presented.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund financial statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town categorizes funds into two basic fund types: governmental funds and proprietary funds.

Governmental funds: These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the year. Such information may be useful in evaluating the Town's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

Proprietary funds: These funds are comprised of the enterprise funds which are the equivalent of business-type activities in the government-wide statements. These include the Sewer Utility Fund and the Stormwater Drainage Fund.

The fiduciary fund: The Town reports a pension trust for its defined benefit pension plan in the fiduciary fund. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not included in the government-wide financial

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

statement because the resources of those funds are not available to support the Town's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. Fiduciary funds statements can be found in the fund financial statements section of this report and a more detailed description of the Town's pension trust fund may be found in the notes to financial statements.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The Town's analysis of the financial statements begin below. The statement of net position and the statement of activities reports information about the Town's activities that will help answer questions about the financial position and results of operations of the Town. Information for both fiscal year ended 2019 and 2020 are presented for comparison purpose.

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

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

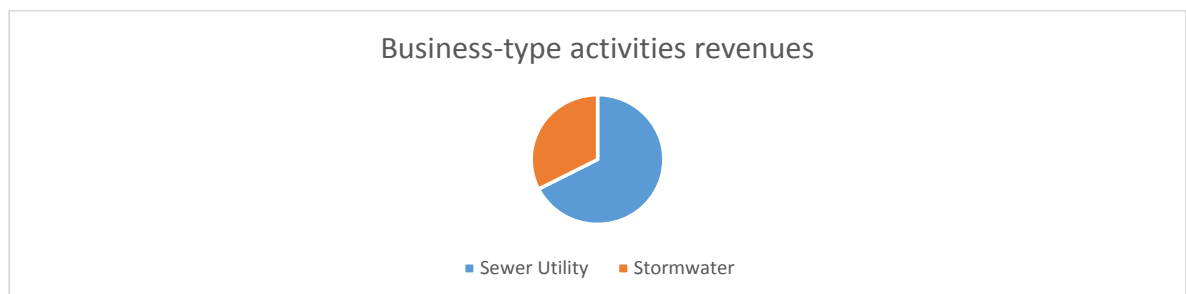
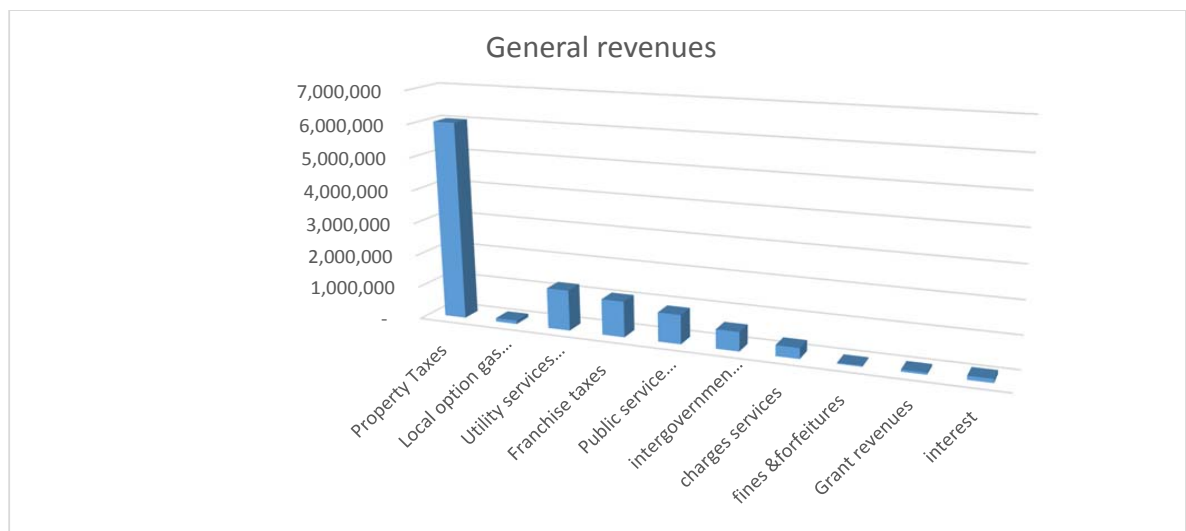
The Town's combined net position was \$21,233,749 as of September 30, 2020. Governmental activities net position totaled \$5,127,240 and business-type activities net position totaled \$16,106,510. This represent an increase of \$43,586 from fiscal year 2019.

Unrestricted net position is that portion of net position that can be used to finance daily operations without constraints established by debt covenants, enabling legislation, or other legal requirements. As of September 30, 2020, the Town's unrestricted net position increased by \$ 548,603 which resulted from a combination of the governmental activities unrestricted net position decrease of \$641,170 and the business-type activities net position increase of \$1,189,773. The combined unrestricted net position amounted to \$3,534,854 as of September 30, 2020. A key component to the Town's growth in net position is the Town's effort to encourage business investments in the Town. The Town's open door policy with the private sector together with the

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

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

General discussion on revenues: Property tax revenues is the major revenue source in the General Fund and it accounts for 57% of the fund revenues and 58% of the government-wide general revenues in the fiscal year 2020. The millage rate established by the Town during the budget process determines how much property tax revenue is generated in the General Fund. Property tax revenues increased by \$321,311 to \$6,031,078 compared to prior year revenues of \$5,709,767. Increase was due to the increase in property value. The Town has kept its millage rate unchanged for the past years at 8.5000 mills.



The Town experienced a decrease in total general fund revenues of \$519,900 which was due mainly to a decrease in licenses and permits by \$199,076, intergovernmental revenue by \$441,238, grant revenue by \$63,328 and fines and forfeitures by \$40,947.

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

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

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

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

During the fiscal year 2020 the Town experienced an increased in salaries of \$947,870 which is mainly due to the arrival of 2 new commissioners in the Board. Program expenses for business type activities funds increased by \$558,273. This increase was due mainly to the increase in employees' salaries combined with an increase in contractual services.

The following table presents a condensed Statement of Activities:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,						
	Governmental activities		Business-type activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues:						
Charges for services	\$ 1,447,434	\$ 1,703,766	\$ 4,328,020	\$ 4,166,096	\$ 5,775,454	\$ 5,869,862
Operating grants and contributions	61,672	125,000	-	-	61,672	125,000
Capital grants and contributions	-	-	5,376	40,011	5,376	40,011
General revenues:						
Property taxes	6,031,078	5,709,767	-	-	6,031,078	5,709,767
Other taxes and fees	2,233,911	2,208,703	-	-	2,233,911	2,208,703
Intergovernmental revenue	584,069	1,025,307	-	-	584,069	1,025,307
Unrestricted investment earnings	115,692	125,487	213,571	243,408	329,263	368,895
Miscellaneous	78,124	173,852	6,467	-	84,591	173,852
Transfers	635,053	623,681	(635,053)	(623,681)	-	-
Total revenues	11,187,033	11,695,563	3,918,381	3,825,834	15,105,414	15,521,397
Expenses:						
Governmental activities:						
General government	2,900,151	1,959,316	-	-	2,900,151	1,959,316
Public safety	6,850,677	6,055,296	-	-	6,850,677	6,055,296
Building	501,838	436,730	-	-	501,838	436,730
Physical environment	345,266	307,184	-	-	345,266	307,184
Public works	626,939	377,999	-	-	626,939	377,999
Culture and recreation	641,599	516,604	-	-	641,599	516,604
Business - type activities:						
Sewer utilities	-	-	2,383,422	1,931,740	2,383,422	1,931,740
Stormwater drainage district	-	-	899,108	792,517	899,108	792,517
Total expenses	11,866,469	9,653,129	3,282,530	2,724,257	15,148,999	12,377,386
Change in net position (before 2018 restatement)	(679,436)	2,042,434	635,851	1,101,577	(43,585)	3,144,011
Net position - beginning (restated)	5,806,676	3,764,242	15,470,659	14,369,082	21,277,335	18,133,324
Net position - ending	\$ 5,127,240	\$ 5,806,676	\$ 16,106,510	\$ 15,470,659	\$ 21,233,750	\$ 21,277,335

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

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The purpose of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of available resources relative to the Town's financing requirements. Unassigned fund balance serve as the most useful measure of a Town's net resources available for spending at the end of the fiscal year.

At the end of the fiscal year ended September 30, 2020, unassigned fund balance of the General Fund was \$ 3,943,981 down by \$180,513 compared with fiscal year 2019.

Proprietary Funds: The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Total net position of the proprietary funds amounted to \$16,106,510 at the end of the fiscal year ended September 30, 2020, an increase of \$635,850 over the prior fiscal year. Other factors concerning the finances of these two funds are covered in more detail in the discussion of the Town's business-type activities in the Government-wide Financial Analysis section.

General Fund Budgetary Highlights

The Commission approves purchase orders and nonrecurring expenditures over \$1,500 on a monthly basis. The Commission uses this procedure to closely monitor expenditures and commitments made by the Town.

Actual General Fund revenues for fiscal year 2020 were below final budget by \$ 574,980. Actual expenditures for the year were \$1,220,653 less than the final budget. The major expenditure variances between the budget and actual in the general fund are reflected in general government, which is due to an overall decrease in capital outlay and public works.

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

Capital Assets

The Town's investment in capital assets for its governmental and business-type activities as of September 2020 totaled \$8,703,132 (net of accumulated depreciation). This investment in capital assets includes land, buildings, water distribution and sewer collection storm and drainage systems, park improvements, equipment and street improvements. Please refer to the schedules in the Notes to the Financial Statements that summarizes capital asset activity over the past fiscal year.

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

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

Debt Administration

At the end of the fiscal year 2020 the Town has debt totaling \$ 5,569,626. This amount includes compensated absences, net pension liability, OPEB obligation, Notes Payable, and Revenue Bond Payable. For more detailed information, please refer to the notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The Town's primary sources of revenue are property taxes, utility service taxes and charges for services. State shared revenues, which include telecommunication taxes, account for another large source of revenue.

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

The Town has a very diverse tax base including substantial amounts of commercial and industrial property which should allow for a smaller impact to ad valorem revenues in the future years should the economy experience a much severe downturn. For more information regarding the Town's property taxes please refer to the notes to the financial statements.

For the following fiscal years, the Town might still have a decrease of its revenues considering the economic impact of the pandemic (Covid-19).

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the Town's finances for all readers with an interest in its finances. The report has been prepared by the finance department of the Town of Pembroke Park, Florida with the assistance of the Town's external auditors. Any questions or comments about this report are welcomed and may be directed to the Town's Finance Director at (954) 966-4600, extension 232, fax at (954) 961-4760, or by mail to the Town of Pembroke Park, Finance Director, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023.

Basic Financial Statements

Town of Pembroke Park, Florida
Statement of Net Position
September 30, 2020

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

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

Town of Pembroke Park, Florida
Statement of Activities
For the Year Ended September 30, 2020

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

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

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

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

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

Town of Pembroke Park, Florida
Reconciliation of the Balance Sheet of the Governmental Fund to
the Statement of Net Position
September 30, 2020

Fund balance - governmental funds		\$ 4,028,103
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	\$ 7,977,112	
Accumulated depreciation	<u>(4,657,201)</u>	3,399,911
Deferred outflows of resources related to pensions are recorded in the statement of net position.		1,089,810
Deferred inflows of resources related to pensions are recorded in the statement of net position.		(720,374)
Net pension asset created through funding of the plan as employer contribution to the Commissioner pension plan is not recognized in the governmental fund financial statements.		(128,561)
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund financial statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Net OPEB liability		(31,313)
Net pension liability		(2,326,661)
Compensated absences		<u>(123,675)</u>
Net position of governmental activities		<u>\$ 5,127,240</u>

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

Town of Pembroke Park, Florida
Statement of Revenues, Expenditures and
Changes in Fund Balance – Governmental Fund
For the Year Ended September 30, 2020

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

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

Town of Pembroke Park, Florida
Reconciliation of the Statement of Revenues, Expenditures
and Change in Fund Balance of the Governmental Fund to
the Statement of Activities
For the Year Ended September 30, 2020

Net change in fund balance – total governmental funds	\$ (175,246)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and are capitalized and reported as capital assets in the statement of net position.	159,930
Depreciation on capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.	(230,733)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. The details of the differences are as follows:	
Pension expense	(496,791)
Change in compensated absence	22,605
Change in other post-employment benefit obligation	40,799
Change in net position of governmental activities	<u>\$ (679,436)</u>

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

Town of Pembroke Park, Florida
Statement of Net Position - Proprietary Funds
September 30, 2020

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

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

Town of Pembroke Park, Florida
Statement of Revenues, Expenses and Changes in Net Position -
Proprietary Funds
For the Year Ended September 30, 2020

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

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

Town of Pembroke Park, Florida
Statement of Cash Flows - Proprietary Funds
For the Year Ended September 30, 2020

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

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

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

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

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

Town of Pembroke Park, Florida
Statement of Fiduciary Net Position
September 30, 2020

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

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

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

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

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

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

NOTE - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial reporting entity

The Town of Pembroke Park was incorporated on December 10, 1957 and established on June 20, 1959 by Chapter 59-1722, Laws of Florida, as amended. The Town provides the following services as authorized by its charter; general government, public safety, physical environment, public works and culture and recreation.

The financial statements of Town of Pembroke Park, Florida (the "Town"), have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the more significant accounting policies of the Town:

The reporting entity is defined as the primary government and any organizations for which the primary government is financially accountable, and identification of legally separate organizations for which the elected officials of the Town are financially accountable. This criterion also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. Based upon this review, there were no potential component units or related organizations of the Town.

Financial accountability is deemed to exist if the primary government appoints a voting majority of an organization's governing board and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable for governmental organizations with a separately elected governing board, a governing board appointed by another government, or a jointly appointed board that is fiscally dependent on the primary government.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and user charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those expenses that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures and compensated absences are recorded only when payment is due.

Property taxes, franchise fees, utility service taxes and interest are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items such as fines and forfeitures and licenses and permits are considered to be measurable and available only when cash is received by the government.

The Town reports the following major governmental fund:

The General Fund is the principal operating fund of the Town. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this Fund.

The Town reports the following major proprietary funds:

The Sewer Utility Fund accounts for the operation of the Town's sewer utility system.

The Stormwater Drainage Fund accounts for providing drainage services to the residents of the Town.

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Additionally, the Town reports the following fiduciary fund:

Commissioners' Pension Trust Fund as a fiduciary fund, which accounts for the activities of the pension plan provided to the Town's commissioners.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenue of the Sewer Utility Fund and Stormwater Drainage Fund are charges to customers for sales and services.

Operating expenses for enterprise funds include the costs of sales and services, administrative expenses, and the provision for depreciation of capital assets. All revenues and expenses that do not meet this definition are reported as non-operating revenue and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, and then unrestricted resources as they are needed.

D. Assets, liabilities and net position or equity

1. Cash and Cash Equivalents

In connection with the statement of cash flows, the Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less when purchased.

The Town maintains a cash and investment pool that is available for use by all funds to facilitate the cash management process. Each fund's portion of this pool is included on the statement of net position/balance sheet as equity in pooled cash, cash equivalents and investments.

2. Investments

Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements using the consumption method. Expenditures for services extending over more than one accounting period are accounted for as expenditures of the period of use.

4. Restricted Assets

These assets represent cash and investments set aside pursuant to debt covenants or other contractual restrictions.

5. Capital Assets

Capital assets, which include land, construction in progress, buildings, improvements other than buildings, infrastructure and machinery and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The Town defines capital assets as assets with an initial, individual cost of more than \$ 250 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Contributed capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds over the same period for Enterprise Funds.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings	50 years
Improvements other than buildings	10-20 years
Infrastructure	20 years
Machinery and equipment	5 years

GASB No. 34 encourages but does not require certain governments to retroactively report infrastructure assets. The Town has elected not to retroactively report any unrecorded infrastructure that may exist.

6. Long-Term Debt

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond issue costs are expensed as incurred.

7. Compensated Absences Payable

Town employees may accumulate unused vacation and sick time and may be compensated for such time upon termination of employment at their pay rate in effect at their retirement date. For sick time, there is a limit payable upon termination of no more than \$500 for employees. For vacation time, the amount payable upon termination is limited to 400 hours of leave, except for the amount accrued by the Town Manager which is based on the contract between the Town and the Manager. The liability for these compensated absences in the General Fund is recorded as a long-term liability in the government-wide statement of net position. In the fund financial statements, governmental funds report only the compensated absence liabilities that have matured. In addition, the General Fund has always been used to liquidate compensated absences payable.

8. Encumbrances

Appropriations in budgetary funds are encumbered upon issuance of purchase orders, contracts, or other forms of legal commitments. Encumbrances outstanding at year end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in process at year end are completed. Encumbrances outstanding at year end do not constitute expenditures or liabilities.

9. Accounts Receivable

Accounts receivable and allowance for doubtful accounts at September 30, 2020 were as follows:

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

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

10. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town presents a deferred outflow of resources related to its pension liability.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town presents a deferred outflow of resources related to its pension liability.

11. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangement outstanding at the end of the year are referred to as either "interfund receivables/payables." Any residual outstanding balances between the governmental activities and business-type activities at year end are reported in the government-wide financial statements as internal balances.

12. Unavailable/Unearned Revenue

Unavailable revenue (a deferred inflow of resources) is recorded for governmental fund receivables that are not both measurable and available. In addition, inflows that do not yet meet the criteria for revenue recognition, such as lease revenue collected in advance, are recorded as unearned revenue in the government-wide and fund statements.

13. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

14. Equity Classifications

Government-wide statements

Equity is classified as net position and displayed in three components:

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

- a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any debt, or other borrowings that are attributable to the acquisition, construction or improvement of those assets.
- b. Restricted net position - consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Statements

The Town presents fund balance in accordance with GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This statement requires that governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed: The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Town Commission is the highest level of decision-making authority for the government that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

Assigned: This classification includes amounts that are constrained by the Town's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Town Council or through the Town Council delegating this responsibility to the Town manager through the

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

budgetary process. This classification also includes the remaining positive fund balance for all governmental funds except for the General Fund.

Unassigned: This classification includes the residual fund balance for the General Fund.

It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

15. New Accounting Standards Adopted

The following pronouncements did not have a material impact on the financial position or results of operations of the Town.

GASB Statement No. 83 - Certain Asset Retirement Obligations

This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018.

GASB Statement No. 88 - Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements

The objective of this Statement is to improve consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements, and to provide financial statement users with additional essential information about debt. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Earlier application is encouraged. This Statement applies to notes to financial statements of all periods presented. If application for prior periods presented is not practicable, the reason for not applying this Statement to prior periods presented should be disclosed.

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

16. Pronouncements Issued, but Not Yet Adopted

GASB Statement No. 84 - Fiduciary Activities

The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018.

GASB Statement No. 87 - Leases

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019.

GASB 89 - Accounting for Interest Cost Incurred before the End of a Construction Period

The objectives of this Statement are (a) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (b) to simplify accounting for certain interest costs. The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. Changes adopted to conform to the provisions of this Statement should be applied prospectively. For construction-in-progress, interest cost incurred after the beginning of the first reporting period to which this Statement is applied should not be capitalized.

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

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

GASB 90 - Majority Equity Interests an amendment of GASB Statements No. 14 and No. 61

The primary objectives of this Statement are to improve consistency in the measurement and comparability of the financial statement presentation of majority equity interests in legally separate organizations and to improve the relevance of financial statement information for certain component units. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. Except as discussed in paragraph 11, in the period this Statement is first applied, changes adopted to conform to the provisions of this

Statement should be applied retroactively by restating financial statements, if practicable, for all periods presented. If restatement for prior periods is not practicable, the cumulative effect, if any, of applying this Statement should be reported as a restatement of beginning net position (or fund balance or fund net position, as applicable) for the earliest period restated. Also, the reason for not restating prior periods presented should be disclosed. In the first period that this Statement is applied, the notes to financial statements should disclose the nature of the restatement and its effect.

GASB 91 – Conduit Debt Obligations.

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

GASB 93 – Replacement of Interbank Offered Rates.

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

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

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

17. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are issued or are available to be issued. Subsequent events should be disclosed in the financial statements if exclusion of such disclosure would cause the financial statements to be misleading.

Management has evaluated subsequent events through May 12, 2021, the date the financial statements were available, and does not believe that there are any other events or transactions that require disclosure. Also see Note 10 – Commitments and Contingencies, Litigation.

NOTE 2 - BUDGETARY INFORMATION

Annual operating budgets are adopted by the Town for the General Fund and the Enterprise Funds, which are prepared on a basis consistent with generally accepted accounting principles. Amendments are made to the budgets during the year as approved by the Town Commission. The Town follows State guidelines in filing and submitting their budgets. Appropriations are legally controlled at the department level. Unexpended portions of budget categories lapse at year end.

The adoption of the budget by the Town Commission constitutes the legal appropriation of the amounts specified therein as expenditures from the appropriate governmental fund. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

NOTE 3 - DEPOSITS AND INVESTMENTS

Deposits: In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, Florida Security for Public Deposits Act, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or other banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are insured or collateralized with securities held by the entity or its agent in the entity's name.

Investments - Town: The investment of funds is authorized by Florida Statutes, which allows the Town to invest in the Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Inter local Cooperation Act, SEC registered money market funds with the highest credit quality rating, interest-bearing time deposits or savings accounts in qualified public depositories and direct obligations of the U.S. Treasury.

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

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

The Town invests surplus funds in external investment pools, the Local Government Surplus Funds Trust Fund (the "State Pool"), administered by the Florida State Board of Administration ("SBA") and the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Town's investments follow the investment rules as defined in Florida Statutes Chapter 215. The Town has not adopted a separate investment policy.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The Town has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

As of September 30, 2020, the Town had the following investments:

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

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

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk: The Town places no limit on the amount the Town may invest in any one issuer.

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The Town's investment within the Florida Municipal Investment Trust and SBA are exposed to interest rate risk.

Fair Value Measurement: When applicable, the Town measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the Town has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the Town's investments in PRIME have been reported at amortized cost above.

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

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

FMIvT 1-3 Year High Quality Bond Fund - This fund invests mainly in US Government and agency securities and asset-backed securities. The underlying securities have observable level 1 quoted pricing inputs or observable level 2 significant other observable pricing inputs. Most of the security prices were obtained from a pricing service, Interactive Data Corporation (IDC). While the underlying asset values are based on quoted prices or market-corroborated inputs, the net asset value of the portfolio is not publicly quoted. The Town considers these shares as level 2, since the value is based on market-corroborated data.

Florida Prime – With regard to redemption gates, Chapter 218.409(8) (a), Florida Statutes, states that “The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.”

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant’s daily access to 100% of their account value.

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

NOTE 3 - DEPOSITS AND INVESTMENTS (continued)

Investments – Town Commissioner Pension Plan: As of September 30, 2020, the Town’s Commissioner Pension Plan (the “Plan”) had the following investments:

	Fair Value	Fair Value Level	Credit Risk	Weighted Average Maturity
Loomis Sayles Investment Grade Bond A	\$ 766,703	2	AAA 21%, A 31%, BBB 29%, BB 10%, B 1%, Not Rated 8%	4.65 years
Janus Opportunistic Growth	714,152	2	N/A	N/A
Vanguard Equity- Income ADM	445,125	2	N/A	N/A
Invesco International Growth R5	186,783	2	N/A	N/A
Janus Triton N	177,127	2	N/A	N/A
DFA US Targeted Value I	118,796	2	N/A	N/A
	<u>\$ 2,408,686</u>			
	<u>Value</u>			
Life insurance and variable annuity contracts	\$ 922,812			

Interest Rate Risk: Interest rate risk exists when there is a possibility that changes in interest rates could adversely affect an investments fair value. The investments held within the Loomis Sayles Investment Grade Bond Fund have an average maturity of 4.65 years. The other mutual funds are not subject to interest rate risk.

Credit Risk: For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Life Insurance and Variable Annuity Contracts: In order to provide death benefits to Town Commissioners (Note 8), the Town has entered into life insurance and variable annuity contracts with a financial institution.

NOTE 4 - PROPERTY TAXES

Property taxes are levied and become a lien on real and personal property prior to September 30, and are payable November 1, with discounts of one to four percent if paid prior to March 1 of the following calendar year. All unpaid taxes on real and personal property become delinquent on April 1, and bear interest of eighteen percent from April 1 until a tax sale certificate is sold at auction.

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

NOTE 4 - PROPERTY TAXES (continued)

The Town is permitted by Article 7, Section 8 of the Florida Constitution to levy taxes up to \$ 10 per \$1,000 of assessed valuation for general governmental services (other than the payment of principal and interest on general obligation long-term debt). In addition, unlimited amounts may be levied for the payment of principal and interest on general obligation long-term debt subject to a limitation on the amount of debt outstanding. The tax rate to finance general governmental services and debt service requirements for the year ended September 30, 2020 was 8.5000 per \$1,000.

NOTE 5 - CAPITAL ASSETS

Capital asset activity governmental activities for the year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Governmental activities				
Capital assets, not being depreciated				
Land	\$ 2,120,064	\$ -	\$ -	\$ 2,120,064
Construction in progress	47,596	-	-	47,596
Total capital assets, not being depreciated	2,167,660	-	-	2,167,660
Capital assets, being depreciated				
Buildings	984,935	-	-	984,935
Machinery and equipment	3,305,022	193,411	5,578	3,492,855
Improvements other than buildings	1,351,662	-	-	1,351,662
Total capital assets, being depreciated	5,641,619	193,411	5,578	5,829,452
Less accumulated depreciation for:				
Buildings	965,236	-	-	965,236
Machinery and equipment	2,061,429	112,765	5,578	2,168,616
Improvements other than buildings	1,405,381	117,968	-	1,523,349
Total accumulated depreciation	4,432,046	230,733	5,578	4,657,201
Total capital assets, being depreciated, net	1,209,573	(37,322)	-	1,172,251
Governmental activities capital assets, net	\$ 3,377,233	\$ (37,322)	\$ -	\$ 3,339,911

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

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

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

NOTE 5 - CAPITAL ASSETS (continued)

Capital asset activity business-type activities for the year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Business-type activities				
Capital assets, not being depreciated				
Construction in progress	\$ 34,347	\$ -	\$ -	\$34,347
Total capital assets, not being depreciated	34,347	-	-	34,347
Capital assets, being depreciated				
Infrastructure	17,760,083	-	-	17,760,083
Machinery and equipment	208,828	72,688	-	281,516
Total capital assets, being depreciated	17,968,911	72,688	-	18,041,599
Less accumulated depreciation for:				
Infrastructure	11,817,924	739,986	-	12,557,910
Machinery and equipment	129,477	25,338	-	154,815
Total accumulated depreciation	11,947,401	765,324	-	12,712,725
Total capital assets, being depreciated, net	6,021,510	(692,636)	-	5,328,874
Business-type activities capital assets, net	\$ 6,055,857	\$(692,636)	\$ -	\$ 5,363,221

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

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

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

NOTE 6 – LONG-TERM DEBT

Debt: During the year ended September 30, 2020, the following changes occurred in debt of governmental and business-type activities:

	Beginning balance	Additions	Reductions	Ending Balance	Due in less than one year
Governmental activities					
Net pension liability	\$1,867,846	\$458,817	\$ -	\$2,326,663	\$ -
Net OPEB Liability (restated)	76,686	-	45,373	31,313	-
Compensated absences	101,070	22,605	-	123,675	-
	<u>\$ 2,045,602</u>	<u>\$481,422</u>	<u>\$ 45,373</u>	<u>\$2,481,651</u>	<u>\$ -</u>
Business-type activities					
Revenue Bond, Series 2009	\$2,088,000	\$ -	\$ 37,000	2,051,000	\$ 39,000
Net pension liability	484,256	180,505	-	664,761	-
Net OPEB Liability	19,882		10,936	8,946	-
Compensated absences	28,922		7,169	21,753	-
	<u>\$2,621,060</u>	<u>\$180,505</u>	<u>\$ 55,105</u>	<u>\$2,746,460</u>	<u>\$ 39,000</u>

The Town previously issued Sewer Revenue Bond, Series 2009, in the amount of \$2,360,000. The bond proceeds were used to pay off the entire balance of the interim financing that had been used to finance a part of the cost of acquiring, constructing and erecting extensions and improvements to the municipal sewer system of the Town. The Bond bears interest, payable annually on September 1, at the rate of 4.375% per annum through September 2048. Principal is due beginning on September 1, 2011 through September 1, 2048. The Bond contains certain restrictive covenants which include; adopting annual operating budgets, the establishment of revenue, operation and maintenance and bond sinking funds; and the establishment of rates sufficient to satisfy debt service requirements. For the year ended September 30, 2020, these covenants have been met. The Bond is secured by a pledge of revenues from the Town's revenues from the Sewer Utility Fund.

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

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

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM

As provided by Chapters 121 and 112, Florida Statutes, the Florida Retirement System (“FRS”) provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (“Pension Plan”) and the Retiree Health Insurance Subsidy (“HIS Plan”). The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature. Employees of the Town are eligible to participate in FRS.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site: www.dms.myflorida.com/workforce_operations/retirement/publications.

Pension Plan

Plan Description

The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (“DROP”) for eligible employees.

Benefits Provided

Benefits under the Pension Plan are computed on the basis of age, average final compensation, and service credit. Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.60% of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Elected Officers’ class members. Also, the final average compensation for all these members will be based on the eight highest years of salary

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. Contribution rates during the 2020 fiscal year were as follows:

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

(1) Employer rates include a postemployment HIS contribution rate of 1.66%. Also, employer rates include .06% for administrative costs of the Investment plan.

The Town's contributions to the Pension Plan totaled \$284,459 for the fiscal year ended September 30, 2020.

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

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

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

For the year ended September 30, 2020, the Town recognized pension expense of \$435,986 related to the FRS plan. At September 30, 2020, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 90,714	\$ -
Change of assumptions	429,090	-
Net difference between projected and actual on FRS earnings pension plan investments	141,127	-
Changes in proportion and differences between Town FRS contributions and proportionate share of FRS contributions	85,100	(553,255)
Town FRS contributions subsequent to the measurement date	54,881	-
Total	\$ 800,912	\$ (553,255)

\$54,881 reported as deferred outflows of resources related to the Pension Plan resulting from Town contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2020	\$ 69,911
2021	21,090
2022	50,957
2023	34,439
2024	9,914
Thereafter	2,465
Total	\$ 192,776

Actuarial Assumptions

The total pension liability in the July 1, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

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

During the fiscal year 2020 the following changing occurred:

Mortality assumption was changed from Generational RP-2000 with projection scale BB tables to PUB-2010 base table, projected generationally with Scale MP-2018.

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

The actuarial assumptions used in the June 30, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on Pension Plan investments was decreased from 6.90% to 6.80%. The rate is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Arithmetic Return	(Geometric) Return	Standard Deviation
Cash	1.0%	3.30%	3.30%	1.2%
Fixed income	18.0%	4.10%	4.10%	3.50%
Global equity	54.0%	8.00%	6.80%	16.50%
Real estate (property)	11.0%	6.70%	6.0%	11.70%
Private equity	10.0%	11.20%	8.40%	25.80%
Strategic investments	6.0%	5.90%	5.70%	6.70%
Total	100.0%			
Assumed inflation-mean			2.60%	1.70%

(1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.80%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

Sensitivity of the Town's proportion share of the net pension liability to changes in the discount rate - The following presents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.80 percent, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.8 percent) or 1-percentage-point higher (7.8 percent) than the current rate:

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

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

HIS Plan

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended September 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2020, the HIS contribution for the period October 1, 2018 through September 30, 2020 was 1.66%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled \$32,118 for the fiscal year ended September 20, 2020.

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

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

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

For the fiscal year ended September 30, 2020, the Town recognized pension expense of \$34,904 related to the HIS plan. In addition the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

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

The deferred outflows of resources related to the HIS Plan, totaling \$8,183 resulting from Town contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2020.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

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

Actuarial Assumptions

The total pension liability in the July 1, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

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

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

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

NOTE 7 - FLORIDA RETIREMENT SYSTEM (continued)

The actuarial assumptions used in the July 1, 2019, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 2.21%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 2.21%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (1.21%) or one percentage point higher (3.21%) than the current rate:

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

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

NOTE 8 - TOWN COMMISSIONER PENSION PLAN

During the fiscal year ended September 30, 2008, the Town Commission created, under the laws of the State of Florida, a single employer defined benefit pension plan that covers members of the Town Commission (the "Plan"). The administrative duties for this Plan are handled through Securian Retirement Services. A more detailed description of the Plan appears in the ordinances constituting the Plan and in the Summary Plan Description. The Plan does not issue a stand-alone financial report, but is included in the reporting entity of the Town as a pension trust fund. Amendments to the plan document can only be authorized by the Town Commission.

At September 30, 2020, there are 5 active plan members and 2 retiree and beneficiaries receiving benefits.

Members of the Plan are eligible for benefits at their normal retirement date, which is the first day of the month coincident with, or next, following attainment of age 62 or 4 years of credited service if hired prior to October 1, 2008 or attainment of age 62 or 13 years of credited service if hired after.

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

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Normal benefits are equal to 5% of the average monthly compensation multiplied by the credited years of service, with a maximum of 20 credited years. The maximum benefit under the plan is \$195,000, which is subject to certain limitations if less than 10 years of credited service are attained.

Upon the death of a member, benefits cease to be paid out of Plan assets. However, a beneficiary will receive an annuity equal to the accrued benefit owed to the plan member, payable over 10 years.

During the year, the Town made a contribution to the Plan in the amount of \$85,303. At September 30, 2020, the Plan holds \$2,408,686 in investments (Note 3).

Actuarial methods and significant assumptions used to measure the total pension liability for the current year are as follows:

Valuation date	October 1, 2020
Measurement date	September 30, 2020
Actuarial cost method	Entry age normal
Actuarial assumptions	
Rate of return	6.00%
Projected salary increases	3.00%
Inflation adjustment	2.75%
Retirement age	Early retirement age
	IRS Prescribed Mortality RP2000
	Generational White Collar Annuitant
	using scale BB for females and
	RP2000 Generational Blended 50%
	While Collar and 50% Blue Collar
Mortality	Annuitant using Scale BB for males

Development of Single Discount Rate

Single Discount Rate	6.00%
Long-Term Expected Rate of Return	6.00%
Long-Term Municipal Bond Rate	N/A

The Town does not issue audited stand-alone financial statements for the Plan. Therefore, the provisions of GASB Statement No.67, *Financial Reporting for Pension Plans - An Amendment of GASB Statement No.25* have been incorporated to this Annual Financial Report in the paragraphs below and Required Supplementary Information section.

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

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Investments

The Plan's policy in regard to the allocation of invested assets is established by the Pension Board. The Plan currently has all of its funds invested through Securian Retirement Services. The investment policy may be amended by the Pension Board by a majority vote of its members. It is the policy of the Pension Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes. Overall asset allocation targets are reviewed on an annual basis. The following is the adopted asset allocation policy as of September 30, 2020:

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

Concentrations - Governmental entities need to disclose the concentration of credit risk with a single issuer. If 5.00% or more of the total assets of the portfolio are invested with one issuer, an additional disclosure is required. Investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools and other pooled investments are excluded from the concentration of credit risk disclosure requirements. There were no individual investments that represent 5.00% or more, at September 30, 2020, that met the criteria for disclosure.

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

The long-term expected rate of return on Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the Town's target asset allocation as of September 30, 2020 are summarized in the following table:

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

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

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Discount rate

The discount rate used to measure the total pension liability was 6.00% per annum. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that the Town contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The changes in net pension liability (asset) for the year ended September 30, 2020 is as follows:

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

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

NOTE 8 – TOWN COMMISSIONER PENSION PLAN (continued)

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the Town, calculated using the discount rate of 6.00%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1.00% lower (5.00%) or 1.00% higher (7.00%) than the current rate:

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

Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended September 30, 2020, the Town recognized pension expense of \$ 111,094 for this Plan. At September 30, 2020 the Town reported deferred outflow of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 142,360	\$ -
Change of assumptions	84,433	-
Difference between projected and actual earnings on pension plan investments	104,582	(123,561)
Total	<u>\$ 331,375</u>	<u>\$ (123,561)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follow:

Year Ending September 30:	Amount
2020	\$ 27,032
2021	33,893
2022	50,491
2023	64,838
2024	31,560
Thereafter	-
Total	<u>\$ 207,814</u>

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

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS

Plan Description and Funding Policy: The Town offers retired employees the opportunity to retain the Town's health insurance coverage. Retirees contribute an amount equal to the actual premium for health insurance that is charged by the carrier. However, there is an implied subsidy in the insurance premium for retirees because the premium charged for retirees is the same as the premium charged for active employees, who are younger than retirees on average.

Additionally, Town Commissioner's beneficiaries are eligible for a pre-funded benefit should the Commissioner become deceased while in active service. The funding for this benefit has been accomplished through the purchase of life insurance products or an annuity product that is expected to cover the costs of the possible benefits.

During the year, the Town had 34 active participants and no retirees receiving benefits.

Actuarial Assumptions: Projections of benefits are based on the substantive plan and include the types of benefits in force at the time of valuation date and the pattern of sharing benefits between the Town and the plan members at that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce the short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Additionally, actuarial valuations for OPEB plans involve estimates of the value of reported amounts and assumptions about the probability of events far into the future and actuarially determined amounts are subject to continual revision as results are compared to past expectations and new estimates are made about the future. The cost developed is only an estimate of the true cost of providing post-employment benefits. The basis for these benefits is authorized by the Town Commission by resolution.

Significant actuarial assumptions used to calculate the total OPEB liability were as follows:

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

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

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Retirement rates	100% at normal retirement eligibility of 62
FRS Retirement eligibility	FRS Tier 1 (hired before July 1, 2011): age 62 with 6 years of service, or 30 years of service regardless of age FRS Tier 2 (hired on or after July 1, 2011): age 65 with 8 years of service or 33 years of service regardless of age.
Marital status	100% assumed married, with male spouses 3 years older than female spouses
Health care participation	20% participation assumed, with 50% electing spouse coverage
Health contributions	
Employee	100% of the active premium rate
Town	Remaining amount necessary for payment of claims

During the current year, the discount rate was decreased from 4.18% to 3.58%.

The total OPEB liability at September 30, 2020 has been reflected on the Statement of Net Position. The plan is not pre-funded and is therefore supported on a pay-as-you-go basis.

Changes in the Total OPEB Liability: Sources of changes in the total OPEB liability for the fiscal year ended September 30, 2020 were as follows:

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

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

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.58%) or 1-percentage-point higher (4.58%) than the current discount rate:

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

Sensitivity of the Total OPEB Liability Using Alternative Healthcare Cost Trend Rates: The following presents the total OPEB liability of the Town, as well as what the Town's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1- percentage-point lower (3% to 7.5%) or 1-percentage- point higher (5% increasing to 9.5%) than the current healthcare cost trend rates:

	1% Decrease (3.0% to 6.5%)	Healthcare Cost Trend (4.0% to 7.5%)	1% Increase (5.0% to 8.5%)
Total OPEB liability	\$ 34,902	\$ 40,259	\$ 46,783

OPEB Expense

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

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Risk Management:

During the fiscal year ended September 30, 2020 the Town has participated in the Florida League of Cities which is a not-for-profit corporation, self-insurance program for workers' compensation, general and auto liability, and property insurance. With this program the Town has limited its exposure to a variety of risks such as loss related to torts; theft of, damage to and destruction of assets, errors and omissions; and natural disasters.

Annually, participants in this program are billed for their portion of the cost of the program adjusted for actual experience during the period of coverage. Participants are not assessed for unanticipated losses incurred by the program.

Grant Contingency:

The Town usually, in the form of grant, receives financial assistance from federal, state and local governmental agencies. Funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and may be subject to audit by the grantor agencies.

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

NOTE 10 - COMMITMENTS AND CONTINGENCIES (continued)

In accordance with Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Florida Single Audit Act, the Town is required to conduct "single audits" when the required thresholds of \$750,000 in grant expenditures from either source is exceeded. For the year ended September 30, 2020, neither a Federal single audit in accordance with the Uniform Guidance nor a state single audit in accordance with the Florida Single Audit Act was required.

Significant Agreements:

During the fiscal year 2020 the Town was still into an agreement with the Broward Sheriff's Office (BSO) to provide professional police services. According to this initial term of this agreement the contract may be renewed for an additional three years, and then for an additional five years upon mutual agreement of the parties.

The agreement may be terminated upon default if one of the parties gives the other party thirty days written notice. As of September 30, 2020, this agreement was in a continuing month to month basis. The maximum increase in the fee each year will be five percent for operating costs and nine percent for costs relating to health insurance premiums. There is no limitation on the cost increase related to workers' compensation premiums and pension contributions. The Town paid a total of \$3,300,127 for police services and traffic enforcement for the year ended September 30, 2020.

The Town also has an agreement with Broward Sheriff's Office to provide emergency medical and fire protection services. The renewal and termination terms are the same as noted for the police services agreement. As of September 30, 2020, this agreement was in a continuing month to month basis. For the subsequent fiscal years, the amount owed will be based on the Sheriff's budgeted costs, subject to the restrictions noted under the police services agreement. The amount paid for emergency medical and fire protection services for the year ended September 30, 2020 was \$3,545,340.

As of September 30, 2020 the Town is still in a dispute with BSO regarding possible overpayments under the contract. The result of this dispute is still not determined. The Town financial statements have not been adjusted in relation to this matter.

The Town has an agreement with the City of Hollywood for sewage disposal. The monthly charges for the disposal service are included in the operating expenses of the Sewer Utility Fund.

Litigation:

The Town settled its lawsuit with a terminated employee in fiscal year ended September 30, 2020 for \$60,000. The Town is still involved in various claims and litigation arising in the ordinary course of operations. According to the management none of them will have a material effect on the Town's financial position.

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

NOTE 10 - COMMITMENTS AND CONTINGENCIES (continued)

Outstanding Claim:

As of the report date, the Town has not paid the former Town Manager his compensated absences as the amount owed is in dispute. During the fiscal year ended September 30, 2020, Town Manager's Compensated absence has been calculated based on the effective time of services. The total amount is approximately \$341,500.

Broward Office of the Inspector General (OIG) Investigation:

As of the report date, the Town is still under an ongoing investigation by the OIG. In February 2, 2018 the OIG issued a report noting misconduct and gross mismanagement in the procurement of certain professional engineering services between 1995 and 2015. According to the OIG report the Town violated federal procurement requirements relating to certain federal grants that were sub-awarded by Broward County to the Town and thus referred the matter to the Office of the Inspector General of the U.S. Department of Housing and Urban Development (HUD).

Last year, the OIG started additional investigations into:

- Other areas of expenditures, including payroll.
- Whether Town of Pembroke Park Mayor Ashira Mohammed misused her public position to benefit herself and her law firm.

The outcome of these investigation cannot be determined. Therefore, the financial statements have not been adjusted in relation to these matters.

Required Supplementary Information

Town of Pembroke Park, Florida
Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual – General Fund
For the Fiscal Year Ended September 30, 2020

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

See notes to schedule of revenues, expenditures and changes in fund balance –
budget and actual – general fund.

Town of Pembroke Park, Florida
Required Supplementary Information
Notes to Schedule of Revenues, Expenditures and
Changes in Fund Balance – Budget and Actual –
General Fund
For the Fiscal Year Ended September 30, 2020

Budgets and Budgetary Accounting

Annual Budget for the General Fund and the Enterprise Funds are adopted on a basis consistent with generally accepted accounting principles, except for the provision for depreciation and amortization which is not budgeted in the Enterprise Funds. The Budget process is as follows:

1. Prior to August 1, The Town Manager submits to the town Commission a proposed budget for the Fiscal year commencing in October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of an appropriation ordinance.
4. The appropriated budget is prepared and adopted by fund, function and department. A department budget cannot be exceeded unless the Town Commission has approved a supplemental appropriation, by motion, at a public meeting. The Town Manager may authorize a budget adjustment among the various line items within a department, as long as the total budget for the department does not change.

Excess of expenditures over appropriations

For the year ended September 30, 2020, expenditures exceeded appropriations in the following departments.

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

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

	2020	2019	2018	2017	2016	2015	2014
Total pension liability							
Service cost	\$ 83,600	\$ 61,060	\$ 316,660	\$ 66,093	\$ 55,785	\$ 21,941	\$ 21,303
Interest	196,664	184,097	180,541	176,986	127,969	99,066	94,948
Differences between expected and actual experiences							
	113,830	35,662	(370,636)	(146,601)	177,571	321,666	(4,885)
Changes in assumptions and methods	84,433	-	-	-	(420,088)	(427,321)	-
Benefit payments, including refunds of member contributions							
	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Net change in total pension liability							
	390,390	193,985	69,683	69,815	753,457	(12,548)	81,279
Total pension liability – beginning							
	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,995,277	1,913,998
Total pension liability – ending							
	3,460,059	3,069,669	2,875,684	2,806,001	2,736,186	1,982,729	1,199,527
Plan fiduciary net position							
Contributions – employer	85,303	37,362	370,136	121,583	137,490	62,510	66,669
Net investment income	241,560	67,948	246,124	229,468	150,300	(75,642)	136,270
Benefit payments, including refunds of member contributions							
	(88,137)	(86,834)	(56,882)	(26,663)	(27,956)	(27,900)	(30,087)
Administrative expenses	(4,895)	(4,202)	(4,404)	(4,183)	(8,384)	-	(4,192)
Other	-	-	-	-	445,681	-	-
Net change in plan fiduciary net position							
	233,831	14,274	554,974	320,205	697,131	(41,032)	168,660
Plan fiduciary net position – beginning							
	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115	1,383,455
Plan fiduciary net position – ending							
	3,331,498	3,097,667	3,083,393	2,528,419	2,208,214	1,511,083	1,552,115
Town net pension liability – ending							
	128,561	(27,998)	(207,709)	277,582	527,972	471,646	443,162
Plan fiduciary net position as a percentage of the total pension liability							
	96.28%	100.91%	107%	90%	81%	76%	78%
Covered payroll	\$ 129,780	\$ 43,260	\$ 43,260	\$ 43,260	\$ 42,000	\$ 36,000	\$ 28,000
Town net pension liability as a percentage of covered payroll							
	99.06%	-64.72%	-480%	642%	1257%	1310%	1583%

*Schedule is intended to show information for ten years. Additional years will be displayed as they become available.

**Town of Pembroke Park, Florida
Required Supplementary Information
Pension Plan for Town Commissioners
Schedule of Contributions
For the year ended September 30, 2020**

	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Actuarially determined contribution	\$ 85,303	\$ 38,529	\$351,306	\$ 80,278	\$ 67,848	\$ 62,510	\$ 66,669	\$ 67,003	\$ 82,875	\$141,245	\$ 94,591
Actual contribution	85,303	37,362	370,136	121,583	137,490	62,510	66,669	108,012	82,875	141,245	94,591
Contribution deficiency (excess)	\$ -	\$ 1,167	\$(18,830)	\$(41,305)	\$(69,642)	\$ -	\$ -	\$(41,009)	\$ -	\$ -	\$ -
Covered payroll	\$129,780	\$129,780	\$154,000	\$180,000	\$180,000	\$144,000	\$140,000	\$140,000	\$126,000	\$126,000	\$126,000
Contributions as a % of covered payroll	65.73%	28.79%	240.35%	67.55%	76.38%	43.41%	47.62%	85.72%	65.77%	112.10%	75.07%

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Aggregate
Amortization method	Level dollar closed
Inflation	2.75%
Salary increases	3.00%
Investment rate of return	6.00%
Retirement age	Early retirement age
Mortality	IRS Prescribed Mortality PUB-2010 – Headcount Weighted General Below Median Healthy Retiree Male Table, set back 1 year with Male MP-2018 generational improvement scale.

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

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Annual money weighted rate of return, net of investment expense	9.85%	4.76%	17.34%	11.97%	9.65%	4.79%	9.47%	10.13%	8.67%	2.24%	7.38%

Town of Pembroke Park, Florida
Schedule of Proportionate Share of Net Pension Liability
Retiree Health Insurance Subsidy Program
Last 10 Fiscal Years*

Florida Retirement System Pension Plan

	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the FRS net pension liability	0.0054%	0.0053%	0.0092%	0.0089%	0.0085%	0.0092%	0.0080%
Town's proportionate share of the FRS net pension liability	\$ 2,370,244	\$ 1,837,772	\$ 2,761,625	\$ 2,461,826	\$ 2,145,618	\$ 1,971,713	\$ 485,749
Town's covered payroll	\$ 1,934,795	\$ 1,541,730	\$ 2,150,710	\$ 2,045,188	\$ 1,836,696	\$ 1,978,680	\$ 1,852,809
Town's proportionate share of the FRS net pension liability as a percentage of its covered payroll	122.51%	119.20%	128.41%	129.17%	116.82%	60.23%	26.22%
FRS plan fiduciary net position as a percentage of the total pension liability	78.85%	82.61%	84.26%	83.80%	84.88%	92.00%	96.09%

Retiree Health Insurance Subsidy Program

	2020	2019	2018	2017	2016	2015	2014
Town's proportion of the HIS net pension liability	0.0050%	0.0046%	0.0069%	0.0070%	0.0065%	0.0064%	0.0061%
Town's proportionate share of the HIS net pension liability	\$ 621,180	\$ 514,330	\$ 727,357	\$ 747,307	\$ 752,274	\$ 657,431	\$ 574,234
Town's covered payroll	\$ 1,934,795	\$ 1,541,730	\$ 2,150,710	\$ 2,045,188	\$ 1,836,696	\$ 1,978,680	\$ 1,852,809
Town's proportionate share of the HIS net pension liability as a percentage of its covered payroll	32.11%	33.36%	33.82%	36.54%	40.96%	33.23%	30.99%
HIS plan fiduciary net position as a percentage of the total pension liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled, the pension plan will present information for those years for which the information is available.

Town of Pembroke Park, Florida
Schedule of Contributions
Florida Retirement System Pension Plan
Last 10 Fiscal Years*

Florida Retirement System
Pension Plan

	2020	2019	2018	2017	2016	2015	2014
Contractually required FRS contribution	\$ 284,459	\$ 172,378	\$ 225,033	\$ 233,168	\$ 211,718	\$ 228,392	\$ 207,813
FRS contributions in relation to the contractually required contribution	(284,459)	(172,378)	(225,033)	(233,168)	(211,718)	(228,392)	(207,813)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 1,934,795	\$ 1,541,730	\$ 1,907,590	\$ 2,074,311	\$ 1,902,689	\$ 1,978,680	\$ 1,852,809
FRS contributions as a percentage of covered payroll	14.70%	11.18%	11.80%	11.24%	11.13%	11.54%	11.22%

Retiree Health Insurance
Subsidy Program

	2020	2019	2018	2017	2016	2015	2014
Contractually required HIS contribution	\$ 32,118	\$ 25,593	\$ 31,666	\$ 34,433	\$ 31,588	\$ 26,843	\$ 22,507
HIS contributions in relation to the contractually required contribution	(32,118)	(25,593)	(31,666)	(34,433)	(31,588)	(26,843)	(22,507)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	\$ 1,934,795	\$ 1,541,730	\$ 1,907,590	\$ 2,074,311	\$ 1,902,689	\$ 1,978,680	\$ 1,852,809
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.36%	1.21%

* This schedule is intended to present information for ten years. However, until a full ten year trend is compiled the pension plan will present information for those years for which the information is available.

Town of Pembroke Park, Florida
Required Supplementary Information
Other Post-Employment Benefits Plan
Schedule of Changes in the Town's Total OPEB Liability and Related Ratios

	<u>2020</u>
Total OPEB Liability	
Service cost	\$ 6,423
Interest	4,263
Difference between expected and actual experience	(29,801)
Assumption changes	(35,142)
Benefit payments and refunds	(2,052)
Net change in Total OPEB Liability	(56,309)
Total OPEB Liability - Beginning of Year	96,568
Total OPEB Liability - End of Year	<u>\$ 40,259</u>

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

*(1) GASB 75 requires information for 10 years.
However, until a full ten- year trend is compiled,
information will be presented for only those years
which information is available.*

Notes to Schedule

Changes of assumptions: The discount
rate was changed as follows:

Fiscal year ending	Discount Rate
9/30/2017	3.06%
9/30/2018	3.64%
9/30/2019	4.18%
9/30/2020	3.58%

COMPLIANCE SECTION



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type type activities, each major fund, the aggregate remaining fund information, and the fiduciary funds information of Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated May 12, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify deficiencies in internal control that we consider to be material weaknesses. We did

identify certain deficiencies in internal control described in the accompanying schedule of findings and responses as item 2020-01 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and responses as items 2020-01 and 2020-02.

Town's Response to Findings

The Town's responses to the findings identified in our audit are described in the accompanying schedule of findings and responses. The Town's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "S. Davis & Associates, P.A." is displayed on a light blue rectangular background.

Hollywood, Florida
May 12, 2021



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

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**INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

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

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

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

Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Town Commission of the Town of Pembroke Park, Florida and is not intended to be and should not be used by anyone other than these specified parties.

S. Davis & Associates, P.A.

Hollywood, Florida
May 12, 2021



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

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

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Town of Pembroke Park, Florida (the "Town") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated May 12, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 12, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address certain findings and recommendations made in the preceding annual financial audit report and the current status is described in our Schedule of Findings and Responses. Prior year items 2019-01 and 2019-02 are partially resolved and are included as current year items 2020-02 and 2020-01, respectively.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority of the primary government is disclosed in the notes to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, recommendations accompany this report in the Schedule of Findings and Responses as items 2020-01 and 2020-02.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that there were no special district component units associated with the Town of Pembroke Park that were required to provide information for reporting in accordance with Section 218.39(3)(b), Florida Statutes. There are no component units.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not noted any such findings.

Purpose of this Letter

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

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

S. Davis & Associates, P.A.

Hollywood, Florida
May 12, 2021

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

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

Significant Deficiencies

2020-01 Accounts Receivable Aging

Observation: Several negative balances in the account receivable aging have been noted. These amounts represent the remaining credit balances available for refund to clients.

Recommendation: The Town should have a policy in place to handle outstanding debt or credit balances for inactive accounts by making necessary refund to clients or write-offs, as appropriate, when the accounts are closed.

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

Other Findings

2020-02 Internal Controls over Payroll and Payroll Documentation

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

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

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

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

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

II. PRIOR YEAR FINDINGS

2019-01 Internal Controls over Payroll and Payroll Documentation

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

2019-02 Account receivable aging

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

2019-03 Minutes

Current Status: Finding has been resolved.

2019-04 Outstanding Checks

Current Status: Finding has been resolved.

2019-05 Budget

Current Status: Finding has been resolved.

2019-06 Reconciliation of separate accounting systems

Current Status: Finding has been resolved.

AGENDA ITEM REPORT



To: Commission
Subject: Requesting Commission Approval for Police Vehicles
Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

We have been informed by numerous vendors that the delivery for the 2022 police vehicles will be delayed and the expected delivery date has been pushed to April/May of 2022. Our approved vendor informed us that they have a surplus of vehicles (**DODGE CHARGERS**) from another customer and they are prepared to sell the surplus vehicles to the Town. The total number of cars ordered will be the same. Total cost for the vehicles would be approximately \$20,000 **LESS than** what was previously approved.

FINANCIAL IMPACT:

Total Cost of 11 vehicles \$ 466,366.12

RECOMMENDATION:

We are requesting to change the type of vehicle for the Police Department

ALTERNATIVES:

Remain with the original order of Dodge Durangos and F150's.

ATTACHMENTS:

[Dodge Charger Proposal](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 15 2021
Melissa Anderson, Town Attorney	Approved - Jun 16 2021
JC Jimenez, Town Manager	Approved - Jun 24 2021
Marlen Martell, Town Clerk	Approved - Jun 24 2021



Town of Pembroke Park PD Proposal

Quote #	Vehicle	# of units	Vehicle Cost	Equipment Cost per unit	Monthly Mngt Fee	Maint. Rate	Equity at term
5031276	2021 Dodge Charger Police AWD	11	\$31,815.00	\$9,909.92	\$50.00	\$6.00	\$11,000
		11	\$349,965.00	\$109,009.12	\$550.00	\$66.00	\$121,000
Year 1	\$466,366.12						
Year 2	\$7,392.00						
Year 3	\$7,392.00						
Year 4	\$7,392.00						
Year 5	\$7,392.00						
Total	\$495,934.12						
Year Avg.	\$99,186.82						

AGENDA ITEM REPORT



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

BACKGROUND INFORMATION:

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

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

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

FINANCIAL IMPACT:

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

POLICY IMPLICATIONS:

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

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

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

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

RECOMMENDATION:

Approval of Resolution 2021-034

ATTACHMENTS:

[2021-034 Water Grant](#)

RESOLUTION NO. 2021-034

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

AGENDA ITEM REPORT



To:

Subject: Easement Agreement - School Board of Broward County

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

Department: Public Works

Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

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

RECOMMENDATION:

We recommend approval of said agreement.

ATTACHMENTS:

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

[Exhibit A](#)

[Exhibit C](#)

[Exhibit D Lake Forest Aerial](#)

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

EASEMENT AGREEMENT

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

and

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

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

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

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

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

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

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

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

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

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

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

2.05 **Access For Construction.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.16 Insurance Requirements.

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

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

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

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

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

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

2.20 **Cost Sharing.**

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

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

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

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

3.11 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

3.16 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

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

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

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

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

3.22 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

DRAFT

FOR SBBC:

(Corporate Seal)

The School Board of Broward County, Florida

By: _____
Dr. Rosalind Osgood, Chair

ATTEST

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR GRANTEE:

FOR THE TOWN OF PEMBROKE PARK:

(Corporate Seal)

ATTEST:

Town of Pembroke Park

By _____

Marlen D. Martel, Town Clerk
-or-

Myriam Jacques, LEED-AP
Interim Public Services Director

Witness

Witness

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

STATE OF _____

COUNTY OF _____

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

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

My Commission Expires:

Signature – Notary Public

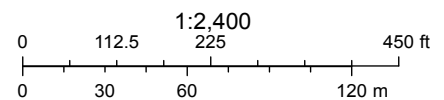
(SEAL)

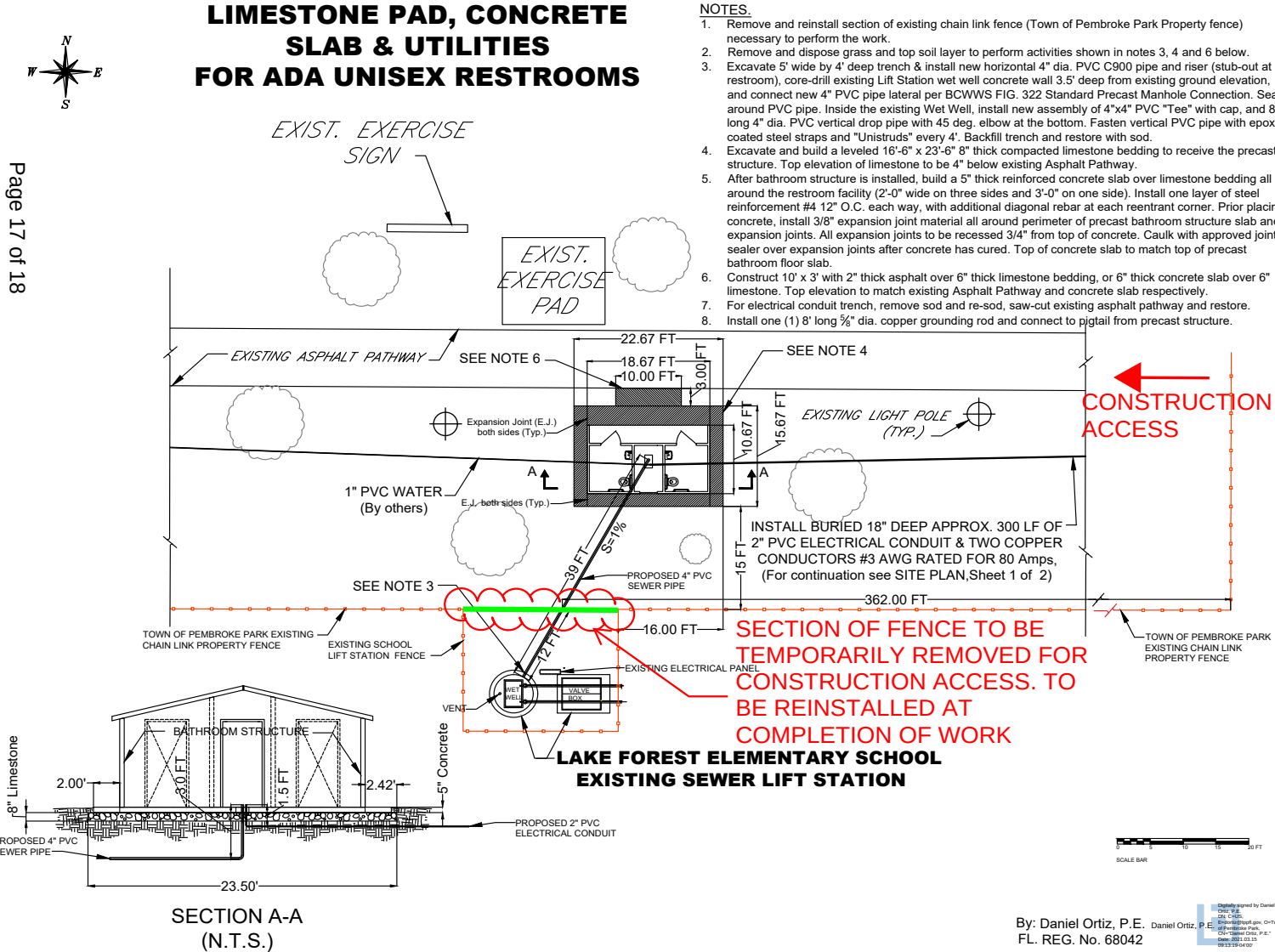
Printed Name of Notary

Notary's Commission No.



April 22, 2021



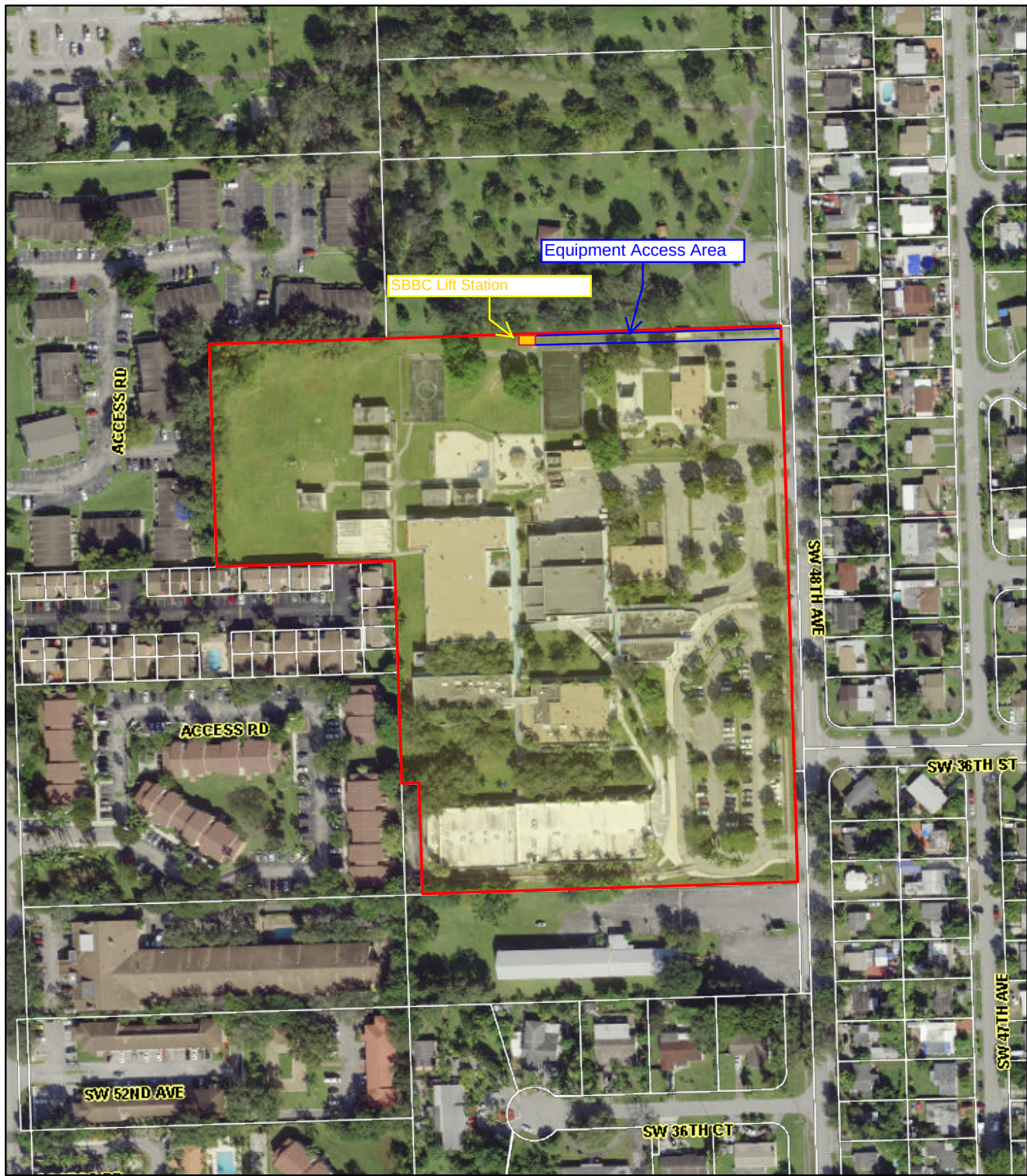


**TOWN OF PEMBROKE PARK
ADA UNISEX RESTROOMS
LIMESTONE PAD, CONCRETE SLAB
& UTILITIES**

General Notes		
No.	Revision/Issue	Date
Firm Name and Address  TOWN OF PEMBROKE PARK The Small Town that Means Big Results		
Project Name and Address ADA UNISEX RESTROOMS OGLESBY PARK PEMBROKE PARK, FL		
Project	Sheet	
Date	2 of 2	
Rev		

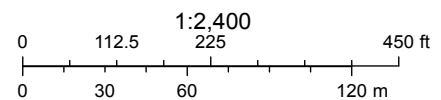
Property Id: 514230130400

Exhibit D



April 22, 2021

Prepared By: Facility Planning and Real Estate Department



AGENDA ITEM REPORT



To:

Subject: SOC Software for the Town and Police department.

Meeting: 06 21 2021 DRAFT SPECIAL COMMISSION MEETING - Jun 21 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This is for Security operations software. For Cybersecurity to protect the Town.

FINANCIAL IMPACT:

\$7,200.00 for one year I would ask to approve not to exceed \$10,200.00 per year.

RECOMMENDATION:

Approve the purchase of the SOC Software.

ATTACHMENTS:

[Pembroke Park Blumira Gov Rate](#)

[Powernet.001047.v1.2](#)

[3700_CQ_Arctic Wolf 69 Users_TPP](#)



CyberTech Analytics

INVOICE

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

954-361-3232
www.CyberTechAnalytics.com

BILL TO

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

954-966-4600 x500
mpakula@tppfl.gov

Invoice Number: 2104220003

Invoice Date: April 22, 2021

Payment Due: May 22, 2021

Amount Due (USD): \$7,200.00

[Pay Securely Online](#)

Services	Quantity	Rate	Amount
Blumira Cloud SIEM License Advanced Threat Detection SaaS (1 Year)	50	\$144.00	\$7,200.00

Total: \$7,200.00

Amount Due (USD): \$7,200.00

[Pay Securely Online](#)



link.waveapps.com/vfqc8p-kjk25g

Notes / Terms

See attached terms and conditions for Blurmira, Inc. This pricing is provided via Blurmira' current government contract rate (based off City of Deltona, FL). We are also a sole source provider from Blurmira, so this pricing is directly through them and such government rate.

Thank you for your business!



FortiSEIM Pricing

Prepared by:

Powernet

Tony Wells
954.757.1448
twells@powernetco.com
Quote Number:001047 v 1
Delivery Date: 06/10/2021
Expiration Date: 07/10/2021

Prepared for:

Town of Pembroke Park

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

Billing Information

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

Shipping Information

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

Technical Contact

Order Information

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

COMMENTS

FortiSEIM Pricing

DESCRIPTION	PRICE	QTY	EXT. PRICE
FortiSIEM All-In-One Per Device Subscription License, 1 Year, manages minimum 50 devices, 10 EPS/Device.	\$158.00	50	\$7,900.00
FortiSIEM Subscription License for Advanced Agents, Per Agent, 1 Year	\$48.00	50	\$2,400.00
FortiSIEM-UEBA Telemetry Subscription License Per Advanced Agent, 1 Year	\$34.20	25	\$855.00
Fortinet IOC (Indicator of Compromise) Service for FortiSIEM deployments, 1 Year	\$3,048.00	1	\$3,048.00
FortiCare 7x24 Support for Software based FortiSIEM deployments, 1 Year	\$4,895.00	1	\$4,895.00

GSA Contract #GS-35F-0511T

Subtotal: **\$19,098.00**

TERMS & CONDITIONS

This Service order via Order Porter, is subject to and made a part of the following agreement(s) listed below between Powernet and customer. By executing and submitting this Service Order via Order Porter, the customer confirms that he/she has read the following agreement(s), found at the following



link: <https://www.powernetco.com/legal>, associated to the appropriate service being ordered and agrees to be bound thereby and by the terms and conditions contained in this service order via Order Porter.

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

Powernet

Signature: _____

Name: _____

Title: _____

Date: _____

Town of Pembroke Park

Signature: _____

Name: Mark Pakula

Date: _____



Town of Pembroke Park - Arctic Wolf, 69 Users - 3700

Quote #004087 v1

Prepared For:

Town of Pembroke Park

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

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

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

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

03.08.2021

Expires:

04.07.2021

Arctic Wolf Subscription (Twelve Months)

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
69	AW-MDR-USER	Arctic Wolf MDR user license	\$180.00	\$12,420.00
5	AW-MDR-SE	Arctic Wolf MDR server license	\$180.00	\$900.00
5	AW-MDR-AZS	Arctic Wolf MDR Azure server license	\$180.00	\$900.00
79	AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year	\$14.40	\$1,137.60
2	AW-MDR- 2XX-S-10G	Arctic Wolf 200 Series Sensor - 2 x 10G Multi-mode fiber SFP+ modules with LC connector	\$4,500.00	\$9,000.00
40	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$22.50	\$900.00
79	AW-MDR-LS	Arctic Wolf MDR Log Search	\$14.40	\$1,137.60
			Subtotal:	\$26,395.20

Arctic Wolf One Time Set Up Fees

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	AW-MDR-OB	Arctic Wolf MDR Onboarding	\$2,969.46	\$2,969.46
2	AW-SHP	Arctic Wolf Sensor/ Scanner Shipping	\$150.00	\$300.00
			Subtotal:	\$3,269.46

Quote Summary			Amount
Arctic Wolf Subscription (Twelve Months)			\$26,395.20
Arctic Wolf One Time Set Up Fees			\$3,269.46
Total:			\$29,664.66

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

AGENDA ITEM REPORT



To:

Subject: Purchase of Software Firewall for Police Department

Meeting: AGENDA REGULAR COMMISSION MEETING - June 9, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

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

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Approve the purchase of the Software Firewall from SBF Solutions.

ATTACHMENTS:

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

[SOW-town_of_pembroke_park-Fortinet_configuration](#)

[FIREWALL CONTRACT 2021](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 02 2021
Melissa Anderson, Town Attorney	Approved - Jun 03 2021
JC Jimenez, Town Manager	Approved - Jun 07 2021
Marlen Martell, Town Clerk	Pending



200F Firewall w/5 Yrs Support

Prepared by:

Powernet

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

Prepared for:

Town of Pembroke Park

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

Billing Information

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

Shipping Information

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

Technical Contact

Order Information

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

COMMENTS

FG200F with 5 Yrs Support Pricing

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

GSA Contract #GS-35F-0511T

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

Subtotal: **\$24,510.00**

TERMS & CONDITIONS

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

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



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

Powernet

Signature: _____

Name: _____

Title: _____

Date: _____

Town of Pembroke Park

Signature: _____

Name: Mark Pakula

Date: _____

SBF SOLUTIONS LLC

320 SOUTH FLAMINGO RD #182
PEMBROKE PINES, FLORIDA 33027



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

Date

05/27/2021

Services Performed By:

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

Services Performed For:

Town of Pembroke Park

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

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

Scope of Work

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

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

Contractor Responsibilities

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

Client Responsibilities

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

Quote

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

Completion Criteria

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

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

CONSULTING AGREEMENT

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

RECITALS

WHEREAS, Consultant has a background of information technology consulting.

WHEREAS, Consultant desires to provide consulting services to Client.

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

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

ARTICLE I **TERMS OF SERVICE**

1.1 DESCRIPTION OF SERVICES

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

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

1.2 RELATIONSHIP OF PARTIES

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

1.3 HIGHEST INDUSTRY STANDARDS

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

1.4 QUALIFIED

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

1.5 WRITTEN ASSURANCES

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

ARTICLE II **PAYMENT TERMS**

2.1 PAYMENT OF INVOICES

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

2.2 PAYMENT OF TAXES

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

2.3 PAYMENT OF EXPENSES

(a) Generally

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

ARTICLE III **TERM AND TERMINATION**

3.1 TERM

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

(a) Renewal

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

(b) Extension

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

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

3.2 TERMINATION OF AGREEMENT.

(a) Generally

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

(b) For Cause

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

(c) For Convenience

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

(d) Right to Cure

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

(e) Wrongful Termination

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

3.4 EFFECT OF TERMINATION

(a) Termination of Rights

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

(b) Compensation

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

(c) Survival

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

(d) Return of Materials

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

ARTICLE IV
WORK PRODUCT AND OTHER IP RIGHTS

4.1 OWNERSHIP OF WORK PRODUCT

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

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

4.2 OWNERSHIP OF SOCIAL MEDIA

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

ARTICLE V

CONFIDENTIALITY, NON-DISCLOSURE

5.1 CONFIDENTIAL INFORMATION DEFINED

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

5.2 EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does not include information that:

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

5.3 OBLIGATIONS OF RECEIVING PARTY

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

5.4 TIME PERIOD

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

5.5 OTHER

ARTICLE VI **MISCELLANEOUS**

-

6.1 AUDIT AND INSPECTION OF RECORDS

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

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

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

6.2 DISPUTES

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

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

6.3 CONFORMITY WITH LAW AND SAFETY REQUIREMENTS

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

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

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

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

6.4 HAZARDOUS MATERIALS

(a) Notice

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

(b) Storing of Hazardous Materials

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

6.5 BUSINESS LICENSE AND OTHER REQUIREMENTS

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

6.6 TAX ID NUMBER

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

6.7 LIMITATION OF LIABILITY

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

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

6.8 INDEMNICATION

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

6.9 NOTICES

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

Client Name & Address:

Town Of Pembroke Park
PEMBROKE PARK, Florida 33023

Consultant Name & Address:

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

6.10 ENTIRE AGREEMENT

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

6.11 AMENDMENT

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

6.12 SEVERABILITY

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

6.13 WAIVER

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

6.14 GOVERNING LAW

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

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

6.15 COUNTERPARTS

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

6.16 EFFECT OF TITLE AND HEADINGS

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

6.17 LEFT BLANK INTENTIONALLY

6.18 SUCCESSORS AND ASSIGNS

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

6.19 INTERPRETATION

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

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

6.20 INSURANCE

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

Insurance Terms, Conditions, and Provisions

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

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

(TOWN OF PEMBROKE PARK)

05/27/2021



(SEYMOUR FERGUSON)

05/27/2021

OWNER

AGENDA ITEM REPORT



To:

Subject: Anti Virus For Police Department

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

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

\$ 4710.00 for a three year license.

POLICY IMPLICATIONS:

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

RECOMMENDATION:

Approve the purchase of the Anti-Virus software.

ATTACHMENTS:

[AntiVirus](#)

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



CyberTech Analytics

INVOICE

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

954-361-3232
www.CyberTechAnalytics.com

BILL TO

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

954-966-4600 x500
mpakula@tppfl.gov

Invoice Number: 210511004

Invoice Date: May 26, 2021

Payment Due: June 14, 2021

Amount Due (USD): \$4,710.00

[Pay Securely Online](#)

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

Total: \$4,710.00

Amount Due (USD): \$4,710.00

[Pay Securely Online](#)



link.waveapps.com/7g2zfv-jegmnf

Notes / Terms

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

Thank you for your business and partnership!

AGENDA ITEM REPORT



To:

Subject: Engineering and Consulting Services for Hardening of the Town Hall and Police Department

Meeting: PUBLIC NOTICE - Regular Commission Meeting - June 09, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

To help with the RFP and the AutoCAD drawings for the entire Town Hall.

FINANCIAL IMPACT:

\$ 4,895.00

RECOMMENDATION:

Approve the purchase of the Consulting Service.

ATTACHMENTS:

[Pembroke Park - Town Hall Bldg Security Hardening Engineering Svcs R2 Quote 6_9_21](#)

MIAMI MICROTRONIX CORPORATION

9375 Park Drive, Suite #1

Miami Shores, Florida 33138-2838

(305) 759-5552

Fax (305) 759-5259

Email: MiamiMicrotronix@Bellsouth.net

Q U O T E

Attention: Mark Pakula, IT Director, Town of Pembroke Park

Reference: Town Hall Building
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Phone #: 954-701-4345

Email: mpakula@tppfl.gov

From: Saul Smukler

Date: June 9, 2021

REVISED Quote to provide Engineering Services to Assess, Evaluate, Recommend and Provide Plans and Specifications for Security Hardening of the Pembroke Park Town Hall Building Site.

SCOPE OF WORK:

Miami Microtronix will Provide Engineering/Consulting Services for the Town of Pembroke Park, Town Hall Building as follows:

1. Existing Building Security Risk Assessment:
 - a. Nature and Operations of the Building will be identified.
 - b. Responses to escalated threat level situations.
 - c. Considerations and Impacts if this Building where suddenly not operational.
2. Visual Inspection of the Essential Existing Building Systems:
 - a. Electric Power Distribution System, including the FP&L Vault, Main Panels, Site Lighting, Emergency Generator, Fuel Source and ATS.
 - b. Water and Waste Water Systems entry/exit points and Main Valves.
 - c. Internet Fiber and Telephone Trunks entry point(s), redundancy and protection from damage and access.
 - d. Building Management System (BMS) – Heating, Ventilation and A/C System Control and BMS Security.
 - e. Electronic Security Sub Systems – Access Control, Video, Intrusion & Audio Communications.
3. Analysis and Presentation of Proposed Security Upgrade Options:
 - a. Analysis of upgrade alternatives.
 - b. Presentation and Review of Upgrade alternatives.

- c. Budgetary Cost analysis for the Recommended Upgrade Options.
- 4. Produce Plans and Project Technical Specifications for New Security System:
 - a. New CAD As-Built Drawings for Town Hall 1st, 2nd and 3rd Floors.
 - b. Preliminary Access Control System Plans & Technical Specifications.
 - c. Access Control System Bid Documents including Plans & Technical Specifications.
 - d. Our work product consisting of Plans, Specifications and Documentation will be provided to the Customer in both hard copy and electronic media files.

COST FOR THE ABOVE SCOPE OF WORK:

Total Amount \$ 4,895.00

NOTES:

- 1. The On-Site Assessments, Evaluations and Meetings as described above shall occur on pre-scheduled, mutually agreeable dates and times.
- 2. Prior to the commencement of our work, available Drawings with any proposed improvements of the Building including a Site Plan will be provided in both hard copy and electronic media files by the Owner for our use.
- 3. Upon completion of the above scope of work, we will provide the Owner our work product consisting of Plans, Specifications and Documentation, both in hard copy and electronic media files.
- 4. If Additional Reviews, On-Site Inspections and any Design Alterations are required by Contractor Issues such as Substitutions, Failed Inspections, Project Delays, etc, we will notify the Owner of projected extra costs.
- 5. This Proposal is valid for thirty (30) days.
- 6. Terms: 50% upon Acceptance, 50% upon Completion.
- 7. Credit Card Payment will not be accepted for this Project due to the associated Processing Fees.

Approved By:

Printed Name: _____ **Title:** _____

Signature: _____ **Date:** _____

AGENDA ITEM REPORT



To:

Subject: Purchase of internet service for the New police Department and backup for the Town.

Meeting: PUBLIC NOTICE - Regular Commission Meeting - June 09, 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

This purchase meets the procurement code requirements because the town is piggybacking off of a federal GSA Crown Castle Contract **GS-35F-465DA**.

FINANCIAL IMPACT:

The annual cost with a three-year agreement For Crown Castle is \$10,200.00 Per year Police Main.
The annual cost with a three-year agreement For Crown Castle is \$10,200.00 Per year Town Backup.

RECOMMENDATION:

Approve the purchase of internet services for the Town and Police Department through fiber provided by Crown Castle, Inc.

ATTACHMENTS:

[TPP CROWN CASTLE Police Department - Service Order - 200Mbps](#)

[TPP CROWN CASTLE Police Department - IP Form - 200Mbps](#)

[TPP CROWN CASTLE - Service Order - 200Mbps](#)

[TPP CROWN CASTLE - IP Form - 200Mbps](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 15 2021
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



Order Form

Order Type: New
SO # 2021-72888

Licensee or Customer Contact Detail

Licensee or Customer	Town of Pembroke Park Police Department		
Address & Contact	Address	3150 SW 52ND AVE	
	City, State	PEMBROKE PARK, FL 33023	
	Phone	9549664600	Fax
Billing Address & Contact	Name	Town of Pembroke Park Police Department	
	Billing Address	3150 SW 52nd Ave	
	City, State	Pembroke Park, FL 33023	
Technical Contact	Name	Mark Pakula	Primary Phone 9549664600
	E-mail	mpakula@tppfl.gov	Alternate Phone 9549664600

Product Detail

Internet *	Product Type	Dedicated Internet Access			Bandwidth	200Mbps		
	Total MRC	\$850.00			Total NRC	\$0.00	Service Level	IP
	Connector	1000T - Copper			IPv4 Block	/29 - /27		
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.							
	Install Lead Time	As soon as available						
Location A Product Details	Comments	GSA# GS-35F-465-DA SIN# 132-52 CLIN# 17079 CLIN# 19004 - Lateral Construction						
		1000T Copper						
Location A	3150 SW 52nd Ave, 1st Floor, Hollywood, FL 33023							

Order Summary

Pricing & Contract Terms	Salesperson	Michael Gil	Term (Months)	36
	Client Service Mgr	Julio Colon		
	Order Contact	JC Jimenez	Contact Email	jcjimenez@tppfl.gov
		Internet	NRC *	MRC*
			\$0.00	\$850.00
		Total	\$0.00	\$850.00
*Pricing shown does not reflect applicable taxes and fees.				

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated August 18, 2016, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
Town of Pembroke Park Police Department		Crown Castle Fiber LLC	
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



IP Address Request Form

Customer or Licensee Information

Licensee Name: Town of Pembroke Park Police Department
Technical Contact: Mark Pakula
Title:
Licensee Address: 3150 SW 52nd Ave Pembroke Park, FL 33023

Request Date: 4/19/2021
Technical Contact Email: mpakula@tpplf.gov
Phone Number: 954.966.4600 ext. 500

ARIN ORG ID:

ARIN Tech. Handle:

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact
Full Name:
Phone Number:
Email Address:

Secondary Contact
Full Name:
Phone Number:
Email Address:

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. Upon termination of the Product, the assigned IP addresses must be returned to the Company. Company reserves the right to recall, without any liability to the Licensee, any public space not used in the fashion herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

IP Address Space Requested

IPv4 Addresses Requested: Company will provide a maximum of one /24 equivalent space which can be discontinuous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRP 2017.4 Section 4.2.3.6, Company must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is not providing Licensee with routable space, only link or WAN addresses. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

Cidr Size	Subnet Mask	Number of usable IPv4
/24	255.255.255.0	254
/25	255.255.255.128	126
/26	255.255.255.192	62
/27	255.255.255.224	30
/28	255.255.255.240	14
/29	255.255.255.248	6
/30	255.255.255.252	*1 (1 of 2 IP addresses is allocated to Company WAN Router)

IPv6 Addresses Requested: Licensee may request a /48 for each site in its network, and any sites that will be operational within twelve (12) months. A site is a discrete location that is part of a Licensee's network. A campus with multiple buildings may be considered as one or multiple sites, based on the implementation of its network infrastructure. For a campus to be considered as multiple sites, Licensee must submit reasonably detailed technical documentation to the Company describing how the network infrastructure is implemented in a manner equivalent to multiple sites.

Advertising IP Blocks not assigned by Crown Castle

Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below, doing so will help us provision your Product correctly.

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in Licensee's network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

IP Request Information

IPv4 - WAN IP Block Size:	/30 - (1 usable for Licensee)	The WAN IP Block is for the connection from Licensee's router to the Company router
IPv4 - LAN IP Block Size:	/29 - 6 usable IPs	The LAN IP Block is for Licensee's network. IP Justification required.
IPv6 - WAN IP Block Size:	Please Select	The WAN IP Block is for the connection from your router to the Company router
IPv6 - LAN IP Block Size:	Please Select	The LAN IP Block is for Licensee's network. IP Justification required.
Routing Type:	Static	Type of routing for the circuit

Based on the LAN IPv4 block selected above, please provide IP Justification for the amount of IPs that are being requested.
This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)
/29	Router/Firewall

For Private BGP Peering, please write in Private in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information	
AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	Please Select
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

Additional Remarks

Licensee represents and warrants that the above information is true and correct. Licensee agrees and understands that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____



Order Form

Order Type: New
SO # 2021-72889

Licensee or Customer Contact Detail

Licensee or Customer	Town of Pembroke Park		
Address & Contact	Address	3150 SW 52nd Ave	
	City, State	PEMBROKE PARK, FL 33023-5413	
	Phone	954-362-2950	Fax (000) 000-0000
Billing Address & Contact	Name	Town of Pembroke Park	
	Billing Address	3150 SW 52nd Ave	
	City, State	Pembroke Park, FL 33023	
Technical Contact	Name	Mark Pakula	Primary Phone 9549664600
	E-mail	mpakula@tppfl.gov	Alternate Phone 9549664600

Product Detail

Internet *	Product Type	Dedicated Internet Access			Bandwidth	200Mbps		
	Total MRC	\$850.00			Total NRC	\$0.00	Service Level	IP
	Connector	1000T - Copper			IPv4 Block	/29 - /27		
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.							
	Install Lead Time	As soon as available						
Location A Product Details	Comments	GSA# GS-35F-465-DA SIN# 132-52 CLIN# 17077 CLIN# 19004 - Lateral Construction						
		1000T Copper						
Location A	3150 SW 52nd Ave, 1st Floor, Hollywood, FL 33023							

Order Summary

Pricing & Contract Terms	Salesperson	Michael Gil	Term (Months)	36
	Client Service Mgr	Julio Colon		
	Order Contact	JC Jimenez	Contact Email	jcjimenez@tppfl.gov
		Internet	NRC *	MRC*
			\$0.00	\$850.00
		Total	\$0.00	\$850.00
*Pricing shown does not reflect applicable taxes and fees.				

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") and shall be effective as of the date of the last signature below. This Order Form is made expressly subject to the terms of that certain General Services Administration (GSA) Multiple Award Schedule (MAS) contract, number GS-35F-465DA, dated August 18, 2016, which is made a part hereof and incorporated herein by reference.

Licensee or Customer		Company or Provider	
Town of Pembroke Park		Crown Castle Fiber LLC	
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



IP Address Request Form

Customer or Licensee Information

Licensee Name: Town of Pembroke Park
Technical Contact: Mark Pakula
Title:
Licensee Address: 3150 SW 52nd Ave Pembroke Park, FL 33023

Request Date: 4/19/2021
Technical Contact Email: mpakula@tpplf.gov
Phone Number: 954.966.4600 ext. 500

ARIN ORG ID:

ARIN Tech. Handle:

DDoS Defense Contact Information (*To be completed if ordering DDoS Defense)

Please provide two (2) contacts in your organization who can be reached 24 hours a day, 7 days a week, 365 days a year.

Primary Contact
Full Name:
Phone Number:
Email Address:

Secondary Contact
Full Name:
Phone Number:
Email Address:

Instructions

This form must be completed by the Licensee so that the Company can properly configure and activate the Product(s) hereunder. Please note that a new form must be completed by the Licensee and submitted to the Company each time the Licensee requests any modifications to IP address allocations, DDoS Defense, and/or BGP peering.

Crown Castle IPv4 Address Policy

Company conforms to the North American IP Registry (ARIN) policies regarding IP address assignments. As part of its standard delivery process, Company will only assign the amount of IP addresses that Licensee can sufficiently justify with this form for use on Licensee's local area network (LAN). Company reserves the right to perform network scans across Licensee's allocations to verify compliance. IP addresses assigned to the Licensee by Company are in conjunction with Licensee's Product hereunder. Upon termination of the Product, the assigned IP addresses must be returned to the Company. Company reserves the right to recall, without any liability to the Licensee, any public space not used in the fashion herein delineated. If you have any additional questions about the IP assignment policy or process, then please review ARIN's Address Assignment Policy and Procedures which can be found at <https://www.arin.net/policy/nrpm.html>.

Licensee MUST use 25% of the IP addresses requested on the day of installation, with a one-week grace period to cover equipment problems.

Licensee MUST use 50% of assigned addresses within six (6) months, or the addresses will be withdrawn.

Licensee MUST use 80% aggregate of assigned addresses before Company will issue any additional addresses. Proof of 80% aggregate utilization with detailed host break down or IP SWIP of existing space is required with the new request.

IP Address Space Requested

IPv4 Addresses Requested: Company will provide a maximum of one /24 equivalent space which can be discontinuous. Company will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRP 2017.4 Section 4.2.3.6, Company must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Licensee must also have its secondary provider confirm that they are providing Licensee with service and that the respective secondary provider is not providing Licensee with routable space, only link or WAN addresses. Licensee must work with ARIN directly for any requirements not otherwise stated herein.

Please Note: Any prefix /28 and larger will be statically routed over a directly connected /30 or /31

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/26	255.255.255.192	62
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/30	255.255.255.252	*1 (1 of 2 IP addresses is allocated to Company WAN Router)

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Licensee shall provide Letter(s) of Authorization (each an "LOA") as required by the Company, in its sole discretion, for any IP blocks to be advertised through the Company Network. Licensee acknowledges and agrees that the Licensee may be required to submit multiple LOAs in the event such IP block was not allocated or assigned directly to the Licensee. Each LOA shall be on the respective entity's company letterhead providing such authorization. Company will withdraw advertisements for IP allocations revoked by the assigned owner of the respective IP block.

Please complete the form below, doing so will help us provision your Product correctly.

Current IP Address Allocation and Usage (List both IPv4 and IPv6 address space in use in Licensee's network from all sources)

Network	Assigned By	Date Assigned	% in Use	Being renumbered to Crown Castle?

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IPv6 - WAN IP Block Size:	Please Select	The WAN IP Block is for the connection from your router to the Company router
IPv6 - LAN IP Block Size:	Please Select	The LAN IP Block is for Licensee's network. IP Justification required.
Routing Type:	Static	Type of routing for the circuit

Based on the LAN IPv4 block selected above, please provide IP Justification for the amount of IPs that are being requested.
This is required for IPv4 requests larger than the default /30 allocation.

IP Addresses Required	Description (Routers, Firewalls, Servers, etc. Including host counts in each)
/29	Router/Firewall

For Private BGP Peering, please write in Private in the AS Number Line. Licensee will only be able to peer with the Company under Private BGP Peering. A Private AS number will be provided.

BGP Request Information	
AS Number:	
If Multihomed, please list AS's you are connected to:	
Requested Advertisement:	Please Select
MD5 Key (Plain text) if Desired:	

Please review the IP Address LOA Policy above.

Routes to be Advertised to Crown Castle

Additional Remarks

Licensee represents and warrants that the above information is true and correct. Licensee agrees and understands that Internet Protocol Version 4 (IPv4) address space is limited and that users of the Internet are responsible for conserving address space and ensuring that address space is utilized efficiently. Licensee acknowledges and agrees that the Company reserves the right, without any liability to the Licensee, to recall any address space allocated to the Licensee not used after the initial six (6) months of the applicable term for the respective Product(s) hereunder.

Name _____ Title _____

Licensee Signature _____ Date _____

AGENDA ITEM REPORT



To:

Subject: Purchase of New laptops for Town Staff

Meeting: CANCELLED - SPECIAL COMMISSION MEETING - Jun 21 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

The procurement code requirements have been met as this purchase piggybacks on a state contract: C000000010853.

FINANCIAL IMPACT:

\$18,467.73 for 9 laptops, Supporting Hardware.

RECOMMENDATION:

Approve the purchase of the Laptops from Dell.

ATTACHMENTS:

[US QUOTE 3000089324430.1](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	None
Melissa Anderson, Town Attorney	None
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None



A quote for your consideration.

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

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

Quote No. 3000089324430.1
Total \$18,467.73
Customer # 14164554
Quoted On Jun. 17, 2021
Expires by Jul. 17, 2021
Contract Name State of Florida
Contract Code C000000010853
Customer Agreement # MNWNC-108 / 43211500-
WSCA-15-ACS

Sales Rep Sara Gonzalez
Phone (800) 456-3355, 6179083
Email Sara_Gonzalez1@Dell.com
Billing To CHRISTIAN NOEL
TOWN OF PEMBROKE PARK
3150 SOUTHWEST 52ND AVE
PEMBROKE PARK, FL 33023

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Sara Gonzalez

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3550	\$1,099.38	9	\$9,894.42
Dell 27 USB-C Monitor – P2719HC	\$310.49	18	\$5,588.82
Dell Pro Wireless Keyboard and Mouse - KM52221W	\$33.54	9	\$301.86
Dell Pro Stereo Soundbar – AE515M (Skype for Business certified)	\$46.19	9	\$415.71
Dell USB Slim DVD±RW drive - DW316	\$32.99	9	\$296.91
ASSY,BASE,DS,WD19TB US 180W	\$218.89	9	\$1,970.01

Subtotal:	\$18,467.73
Shipping:	\$0.00
Non-Taxable Amount:	\$18,467.73
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$18,467.73
---------------	--------------------

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

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

Mobile Precision 3550

Estimated delivery if purchased today:

Jul. 14, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

	Quantity	Subtotal
\$1,099.38	9	\$9,894.42

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core Processor i7-10610U (4 Core, 8MB Cache, 1.8GHz, up to 4.9GHz, 15W,vPro)	379-BDUG	-	9	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	9	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	9	-
16GB, 2X8GB, DDR4 2666Mhz Non-ECC Memory	370-AFDU	-	9	-
Nvidia Quadro P520 w/ 2GB GDDR5	490-BFRP	-	9	-
M.2 2230 512 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BHRV	-	9	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BBXV	-	9	-
Qualcomm QCA61x4A 802.11ac Dual Band, 2x2, Wireless Adapter + Bluetooth 4.2	555-BDDK	-	9	-
Intel ME disabled	631-ACKV	-	9	-
Dual Pointing Backlit US English Keyboard with numeric keypad	583-BGWN	-	9	-
No Mouse	570-AADK	-	9	-
No ENERGY STAR Qualified	387-BBCE	-	9	-
Not EPEAT Registered	389-DVNR	-	9	-
Driver for Qualcomm QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter+ Bluetooth 4.2	555-BFNK	-	9	-
E5 US Power Cord	537-BBBD	-	9	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	9	-
Quick Setup Guide for Mobile Precision 3550	340-COOQ	-	9	-
US Order	332-1286	-	9	-
No UPC Label	389-BCGW	-	9	-
Mix Model Packaging	340-CRFH	-	9	-
Regulatory Label included	389-BEYY	-	9	-
FCC Label	389-DPPX	-	9	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	9	-
SupportAssist	525-BBCL	-	9	-
System Driver for Mobile Precision 3550	631-ACKW	-	9	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	9	-
Dell Optimizer for Precision	640-BBSC	-	9	-

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	9	-
Waves Maxx Audio	658-BBRB	-	9	-
Dell Power Manager	658-BDVK	-	9	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	9	-
Custom Configuration	817-BBBB	-	9	-
Dell Mobile Precision Workstation 3550 CTO	210-AVBG	-	9	-
Intel Core Processor i7-10610U with Nvidia P520 2GB, Thunderbolt	329-BESH	-	9	-
No WWAN Support	320-BDQI	-	9	-
Bezel, Camera & Mic	325-BDQF	-	9	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	9	-
4 Cell 68Whr ExpressCharge Capable Battery	451-BCJJ	-	9	-
Bottom Door	354-BBCB	-	9	-
Dual Pointing with Contacted Smart Card Only, Thunderbolt	346-BFYN	-	9	-
No AutoPilot	340-CKSZ	-	9	-
No Anti-Virus Software	650-AAAM	-	9	-
OS-Windows Media Not Included	620-AALW	-	9	-
Resource Media not Included	430-XYGV	-	9	-
90W E5 Type C Power Adapter (EPEAT)	492-BCWT	-	9	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-1075	-	9	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	9	-
BTO Standard Shipment (S)	800-BBGT	-	9	-

Dell 27 USB-C Monitor – P2719HC

Estimated delivery if purchased today:

Sep. 20, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 USB-C Monitor – P2719HC	210-AQCQ	-	18	-
Dell Limited Hardware Warranty	815-2491	-	18	-
Advanced Exchange Service, 3 Years	815-2492	-	18	-

Quantity Subtotal

Dell Pro Wireless Keyboard and Mouse - KM52221W

\$33.54 9 \$301.86

Estimated delivery if purchased today:

Jun. 24, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse - KM5221W	580-AJIS	-	9	-

Quantity Subtotal

Dell Pro Stereo Soundbar – AE515M (Skype for Business certified)

\$46.19 9 \$415.71

Estimated delivery if purchased today:

Jul. 23, 2021

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Stereo Soundbar – AE515M (Skype for Business certified)	520-AAOR	-	9	-

	Quantity	Subtotal
Dell USB Slim DVD±RW drive - DW316	\$32.99 9	\$296.91

Estimated delivery if purchased today:
Jun. 24, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	9	-

	Quantity	Subtotal
ASSY,BASE,DS,WD19TB US 180W	\$218.89 9	\$1,970.01

Estimated delivery if purchased today:
Jun. 24, 2021
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Description	SKU	Unit Price	Quantity	Subtotal
ASSY,BASE,DS,WD19TB US 180W	1T78D	-	9	-

Subtotal:	\$18,467.73
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$18,467.73

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

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

AGENDA ITEM REPORT



To:

Subject: Internet for backup for the Town.

Meeting: 06 21 2021 DRAFT SPECIAL COMMISSION MEETING - Jun 21 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

Backup Fiber of the Town.

FINANCIAL IMPACT:

The annual cost with a three-year agreement for ACC/ATT is \$9,864.00.

RECOMMENDATION:

Approve the purchase of the internet for the Town.

ATTACHMENTS:

[Pembroke Park Town Backup](#)

[NHC SA Town of Pembroke Park](#)

[NHC MSA Town of Pembroke Park MSA](#)

[Call One Agreement TownofPemParkPoliceDept back up internet](#)



ACC BUSINESS MULTI-SERVICE AGREEMENT

ACC Business MA Reference No.

Customer		ACC Business, a division of AT&T Corp.	
Customer Legal Name:	Town Of Pembroke Park and Pembroke Park Police Stat	ACC Business	
Street Address:	3150 SW 52nd Ave		
City:	PEMBROKE PARK		
State/Province:	FL		
Zip Code:	33023		
	Country:	USA	
Customer Contact (for notices)		ACC Business Contact (for notices)	
Name:	Mark Pakula	Street Address: 400 West Avenue	
Title:	IT Director	City: Rochester	
		State/Province: NY	
Street Address:	3150 SW 52nd Ave	Zip Code: 14611	
		Country: USA	
City:	PEMBROKE PARK	State/Province: FL	
Zip Code:	33023	Country: USA	
Telephone:	954-701-4345		
Fax:			
Email:	mpakula@tppfl.gov		
MA #			
This ACC Business Multi-Service Agreement between the customer named above ("Customer") and ACC Business (each a "Party") is effective when signed by both Parties ("Effective Date").			

This ACC Business Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase ACC Business Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T or ACC Business from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer		AGREED: ACC Business	
Name (Printed):	Mark Pakula	Name (Printed):	
By:		By:	
(by its authorized representation)		(by its authorized representation)	
Title:	IT Director	Title:	
Date:		Date:	



ACC BUSINESS MULTI-SERVICE AGREEMENT

Services: "Service" or "Services" means all products and services (including wireless, if applicable) ACC Business provides Customer pursuant to this Agreement.

Execution by Affiliates: An ACC Business or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and ACC Business will cause respective Affiliates to comply with any such separate, associated contract(s). An "Affiliate" of a party is an entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, ACC Business' sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T or ACC Business may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. ACC Business may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and ACC Business may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse ACC Business for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by ACC Business for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by

ACC Business from a third-party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. ACC Business must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges. At Customer's request, but subject to ACC Business' consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and ACC Business will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment ACC Business sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T or ACC Business retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T or ACC Business as Customer's agent to sign and file a financing statement to perfect AT&T's and ACC Business' security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T or ACC Business passes through to Customer any warranties available from its suppliers, to the extent that AT&T or ACC Business is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T and ACC Business shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's and ACC Business' business. If Customer does not want AT&T or ACC Business to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's and ACC Business' collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T or ACC Business only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

CONTACTS INFORMATION

All Contact Detail must be edited on this page. Information here will carry over to all others.

SOLUTION PROVIDER CONTACT			
Solution Provider Contact for Order Implementation & Provisioning			
Solution Provider Contact Name:	Tina Tindall	Email:	tina@tcg-partners.com
		Phone Number:	954-543-5253
Note: Individual will receive order implementation touchpoints or notifications from ACC Business/AT&T.			
Additional Solution Provider Contact for ACC Business Order Implementation			
Solution Provider Contact Name:	Mohamad Kamaredine	Email:	mohamad.kamaredine@loxiatech.com
		Phone Number:	305-428-2190
CUSTOMER CONTACTS			
Customer Contact (mandatory)			
Name:	Mark Pakula	Email:	mpakula@tppl.gov
		Phone Number:	954-701-4345
Title:	IT Director		
Note: This individual receives the countersigned ACC Business contract, and may be different than the customer contract signing party. This individual will be an authorized contact for account and billing inquiries with ACC Business.			
Customer Billing Contact (mandatory)			
Name	Harry Taubefeld	Email:	htaubefeld@tppl.gov
		Phone Number:	954-966-4600
Note: This individual will receive the ACC Business invoice. This individual will be an authorized contact for account and billing inquiries with ACC Business.			
Primary Technical Customer Contact (mandatory)			
Name	Mark Pakula	Email:	mpakula@tppl.gov
		Phone Number:	954-701-4345
Note: Primary technical contact is expected to provide technical validation for an order, and help coordinate installation. This individual will receive order implementation touchpoints or notifications from ACC Business/AT&T.			
ACC BusinessDirect Registration (mandatory)			
New ADI customers are automatically registered for ACC BusinessDirect, an online portal that helps customers to manage their service post-installation. Please specify the customer contact to serve as the Company Administrator for BusinessDirect (this contact must be a direct employee of the customer of record):			
Business Direct Company Admin	Mark Pakula	Email:	mpakula@tppl.gov
		Phone Number:	954-701-4345
Note: Once established, USER ID & login information will be emailed to the company administrator by the AT&T BusinessDirect® Team. At log in, the Company Administrator can set up additional users associated with the customer, as required.			
"Ship to Contact" for managed AT&T routers with ADI or AVPN service – if different than the Local Contacts			
For ADI customers with managed AT&T routers, if the "Ship to Contact" is different than the Local Contact (LCON) at the service address(es), please specify:			
Name	Mark Pakula	Email:	mpakula@tppl.gov
		Phone Number:	954-701-4345
Ship to Contact Full Mailing address:	3150 SW 52nd Ave., Pembroke Park, FL 33023		
Note: If this is a multiple location order, do not enter the updated "ship to" address here unless ALL routers are shipped to this single alternate address. If individual locations require unique "ship to" addresses, submit a spreadsheet with details for each location.			
Additional Authorized Billing & Account Contacts			
If the customer requires additional ACC Business Billing and Account Contacts - in addition to the Customer Contact and Customer Billing Contact above - please specify:			
Name		Email:	
		Phone Number:	
Name		Email:	
		Phone Number:	

Note: If this is a multiple location order, the Customer Contact and Customer Billing Contact, as well as any additional authorized billing and account contacts designated here, will be authorized contacts for all locations. If individual locations requires unique authorized contacts, please submit a spreadsheet specifying contacts for each location.

ACC Business and Customer Proprietary
Pricing Schedule

	ACC PS160		Quote ID: 1401531565	
	For Administrative Use Only		RFQ # 8035440322	
	Master Agreement		# 0	
AT&T DEDICATED INTERNET SERVICE PRICING SCHEDULE				
SECTION 1. ACC BUSINESS REPRESENTATION				
Channel / Retention Manager	Keith Lytle		Solution Provider Channel ID #	A0002799
			Associate Solution Provider Channel ID #	EL005172
Solution Provider Order Contact	Tina Tindall		Additional Solution Provider Order Contact Partner	Mohamad Kamaredine
Solution Provider Order Contact Email Address	tina@tcg-partners.com		Additional Solution Provider Order Contact Email	mohamad.kamaredine@loxiotech.com
Solution Provider Order Contact Phone #	954-543-5253		Additional Solution Provider Order Contact Phone	305-428-2190
SECTION 2. ACCOUNT INFORMATION (All fields required)				
I. Company Name		Town Of Pembroke Park and Pembroke Park Police		
II. Billing Company Name:		Town Of Pembroke Park and Pembroke Park Police		
Company Street	3150 SW 52nd Ave		Billing Street	3150 SW 52nd Ave
City	State	Zip	City	State Zip
PEMBROKE PARK	FL	33023	PEMBROKE PARK	FL 33023
Contact Person	Mark Pakula		Billing Contact Person	Harry Taubefeld
Contact Email Address	mpakula@tppfl.gov		Billing Contact Email Address	htaubefeld@tppfl.gov
Phone #	954-701-4345		Billing Contact Phone #	954-966-4600
SECTION 3. ADI SERVICE LOCATION INFORMATION FOR SINGLE LOCATION				
Demarc Company Name	Town Of Pembroke Park and Pembroke Park Police			
On-Site Local Contact Name (LCON) (required)	Mark Pakula		Alt LCON Contact (required)	Mohamad Kamaredine
LCON Phone # (required)	9547014345		Alt LCON Phone # (required)	305.428.2190
LCON Email Address (required)	mpakula@tppfl.gov		ALT LCON Email Address (required)	mohamad.kamaredine@loxiotech.com
LCON Mobile Phone #			ALT LCON Mobile Phone #	
Street Demarc			Telephone # of nearest neighbor/business	
3150 SW 52ND AVE			Primary Technical Customer Contact Name (required)	Mark Pakula
Room & Floor (IF DEFAULT ENTRY IS INCORRECT, PLEASE REPLACE WITH CORRECT ROOM & FLOOR)			Primary Technical Customer Contact Phone # (required)	9547014345
(Default) 1st Floor Telco			Primary Technical Customer Contact Email Address (required)	mpakula@tppfl.gov
City	State	Zip Code		
PEMBROKE PARK	FL	33023		
Active phone number at Demarc location (required)	9547014345			
Dedicated Analog Phone # (required for Included CPE)	9547014345			
Remarks			Sold with SD WAN?	No
			If Yes Rome Opp. #?	
			Sold with Colocation?	No
			If Yes Rome Opp. #?	
Is this site a Carrier Hotel/Data Center?	No		If yes, who owns the Carrier Hotel/Data Center?	
			LSO NPA-NXX (INTERNAL USE ONLY)	954-265
SECTION 4A. ACCOUNT DETAIL INFORMATION				
New Account	Yes	Existing Account	No	Account Number
SECTION 4B. BILLING OPTIONS (refer to Billing Options document, found on A.I.M.)				
Billing Option: Standard - Single Location Billing				
CORPORATE BILLING†: \$6.50/mo. Administrative Fee† plus \$3.00/mo. each service location†				

SECTION 4C. ORDER TYPE										
New	Yes	Renewal	No	Outside Move	No	Upgrade Port Only	No	Upgrade Port & Access	No	
CHANGE (Change in port speed, CPE, DNS, firewall, etc.)				No	Multiple Order Types (Select Order Type on the Multi Loc for each site.)					No
Is this Order replacing or changing an existing ACC circuit? *										
*If yes, list existing circuit ID and details directly below (note: for multi-location orders, enter details for each site on the ADIMultiloc sheet)										
Existing circuit IDs (required):				Reason for replacement or change (Move, Upgrade/ Downgrade, Tech Migration, etc.):						
SECTION 5A. PROMOTIONS AND TERM - SECTION 5A. PRICING SCHEDULE TERM AND PROMOTIONS										
Term:		36		Term Type:		New		Promo Code(s):		
Other:										
Hi-Cap Ethernet MBC										
SECTION 5B. SERVICE CHARGES & RATE PLANS (will be totaled for multiple locations)										
Location: 3150 SW 52ND AVE, PEMBROKE PARK, FL 33023										
Service Details		QTY		Price		Amount Waived		Monthly		
Ethernet Access 100Mbps		1		\$604.00		\$0.00		\$604.00		
Managed (AT&T provided) Port - 100Mbps		1		\$218.00		\$0.00		\$218.00		
One Time Charges		QTY		Price		Amount Waived		Billed Install		
Ethernet Access 100Mbps		1		\$0.00		\$0.00		\$0.00		
Managed (AT&T provided) Port - 100Mbps		1		\$0.00		\$0.00		\$0.00		
Onsite Install		1		\$1,500.00		\$-1,500.00		\$0.00		
Site Total		Monthly (\$)		\$822.00		Install (\$)		\$0.00		
Order Totals		Total Billed MRC		\$822.00		Total Billed NRC		\$0.00		
IPv6/Dual Stack requested		Physical Interface		100BaseTX						
Domain Name used for service: (additional domains identified during technical interview)										
Primary. # of domains (up to 15 included per ADI port):						(additional Primary DNS is \$100/month per 15 domains)				
Secondary. # of domains (up to 15 included per ADI port):						(additional Secondary DNS is \$100/month per 15 domains)				
SECTION 5C. ONE-TIME MOVE CHARGES - SINGLE LOCATION (provisioning orders only; \$0 for renewals)										
Move Charges T1, NxT1, fractional T3, T3 & OCX.						One-Time Move Charge				
SECTION 5D. MINIMUM PAYMENT AND MINIMUM RETENTION PERIOD										
Portion of Monthly Service Fees Applicable to Minimum Payment		Service Components		Minimum Payment Period						
Period 50%		All Service Components		Until end of Pricing Schedule Term, but not less than 12 months per component (from original activation date)						
The minimum retention period is 12 months for all service components										
SECTION 5E. TOTAL ALL CHARGES										
Total single Location Monthly Port, Local Access, and Optional Service Charges:						BILLED		WAIVED		
						\$822.00		\$0.00		
Total single Location Non Recurring Port, Local Access, and Optional Service Charges and Move Charges:						\$0.00		\$1,500.00		
SECTION 6. TERMINATION										
The Customer may terminate service without incurring Termination Charges prior to the end of the service term, provided the Customer is current in payment to ACC Business for services provided and replaces this Pricing Schedule with either:										
1) other domestic and/or international telecommunications services provided by ACC Business having a new revenue commitment equal to or greater than the revenue commitment set forth in this Pricing Schedule; or										
2) the same services provided by ACC Business having a new revenue commitment equal to or greater than the remaining revenue commitment of this Pricing Schedule.										
Additionally, ACC Business may terminate this Pricing Schedule in the event that (i) AT&T determines that Special Construction is necessary for ACC Business to provide the Service hereunder and (ii) Customer does not execute and return an AT&T Special Construction Pricing Schedule within the time period designated by ACC Business. ACC Business may also terminate this Pricing Schedule in the event that Customer orders On-Net access and no capacity is available. Customer will not incur any Termination Charges in the event that ACC Business exercises its right of termination under this paragraph.										
SECTION 7. TAX EXEMPT INFORMATION", "SECTION 7. TAX EXEMPT INFORMATION										
Tax Exempt: Certifications for all jurisdictions that apply must be attached: Applicable taxes will be applied to all invoices until supporting tax exempt documentation is provided.						Federal		No		
						State		No		
						County		No		
						City		No		
SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS CUSTOMER'S CONSENT TO THE TERMS AND CONDITIONS OF THIS PRICING SCHEDULE										
Customer acknowledges that the terms and conditions set forth in this ADI Pricing Schedule ("Pricing Schedule") apply to Service for the duration of the Term.										
Additional terms, conditions and charges can be viewed on the AT&T Service Guide ("Service Guide") located at http://serviceguidenew.att.com/										
Customer further acknowledges that it must comply with the terms of the Acceptable Use Policy located at http://www.att.com/aup/										
When service is ordered for multiple locations of a Corporate Billed account the rates in the ADI Multi Location Worksheet apply.										
NOTE: AT&T Dedicated Internet as sold by ACC Business (ADI) (formerly known as ACC Business Managed Internet Service (MIS))										
NOTE: Notice to qualified E-rate (Schools and Libraries) or Rural Health Care (RHC) participants:										
By signing below, Customer certifies that it has not participated as an applicant under the E-rate or Rural Health Care (RHC) programs during the current funding year at any of its locations, it will not seek E-rate or RHC funding for the services referenced in this Pricing Schedule, and it has no present intent to participate in the future as an applicant in the E-rate or RHC programs.										
AGREED: Customer					AGREED: ACC Business					
Name (Printed): Mark Pakula					Name (Printed):					
By:					By:					
(by its authorized representation)					(by its authorized representation)					
Company: Town Of Pembroke Park and Pembroke Park Police Station					Company:					
Title: IT Director					Title:					
Date:					Date:					

* Fields with an asterisk are required.

400 West Avenue, Rochester, NY 14611 (800) 588-2793									
Customer Information									
* Full Legal Company Name (including any DBA)								* Phone Number	
Town Of Pembroke Park and Pembroke Park Police Station								954-701-4345	
Street Address:		3150 SW 52nd Ave							
City:		PEMBROKE PARK		State:		FL		Zip: 33023	
* Full Name of Parent Company and Address/City/State/Zip (if different)								* Fax Number	
Street Address:									
City:				State:				Zip:	
* Contact Name & Title								* Industry or Business	
f									
Credit Information									
* Years in Business				* State of Incorporation				Dun & Bradstreet Number:	
* Type(s) of Service				* Type of Business					
* Estimated Total Monthly Usage									
\$						per month			
Bank References – Optional									
Present Bank of Applicant									
Contact Name		Phone Number			Fax Number				
Previous or Second Bank of Applicant									
Contact Name		Phone Number			Fax Number				
AT&T Account Reference (if applicable)									
Name of AT&T Account				Address					
				City		State		Zip	
Phone Number				Fax Number					
If application reflects a new address please provide your previous address.									
Street Address									
City						State		Zip	

CUSTOMER LETTER OF AUTHORITY

Please be advised that we,

Town Of Pembroke Park and Pembroke Park Police Station

("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. d/b/a ACC Business and its affiliates ("ACC Business"), and hereby authorize

Telecom Consulting Group (TCG)

("SP") and such other entities or persons named below ("Others Named") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Authority ("Letter"), SP and Others Named are authorized non-exclusively to operate as our representative in dealings between us and ACC Business in connection with the marketing, sale and purchase of telecommunications, data, and information services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, neither SP nor Others Named is authorized to execute any contracts on our behalf.

We understand that it is ACC Business's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from ACC Business, we hereby authorize ACC Business to use our CPNI, share our CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with ACC Business. We further grant ACC Business permission to provide SP and Others Named access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by ACC Business. We acknowledge and agree that any unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against ACC Business. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and Others Named, ACC Business may initiate a credit check and/or access our existing credit information on file with ACC Business.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on

6/3/2021

and will remain valid for a period of 36 months unless revoked in writing by Customer, SP, and Others Named or ACC Business. Written revocation notices must specify the SPs and Others Named name and be received by ACC Business,

Attn: Customer Care, 400 West Avenue, Rochester, NY 14611-2538

Customer: _____

SOLUTION PROVIDER COMPANY: Telecom Consulting Group (TCG)

SOLUTION PROVIDER

SALES REP: Tina Tindall

SIGNATURE _____

STREET/CITY/STATE/ZIP: 602 East McNab Road / Pompano / FL / 33060

PRINTED

NAME: Mark Pakula

EMAIL ADDRESS /PHONE
NUMBER tina@tcg-partners.com / 9545435253

TITLE: IT Director

SOLUTION PROVIDER ID
(SPID): A0002799

ADDRESS: 3150 SW 52nd Ave

OTHERS NAMED/SUB-
AGENT

ADDRESS:
(SUITE)

CITY: PEMBROKE PARK

COMPANY NAME:

STATE: FL

ZIP: 33023

REP NAME: Mohamad Kamaredine

EMAIL
ADDRESS: mpakula@tpfll.gov

STREET/CITY/STATE/ZIP:

EMAIL ADDRESS /PHONE
NUMBER: mohamad.kamaredine@loxiatech.com 305-428-2190

PHONE
NUMBER: 9547014345

SUB AGENT SP ID:



SERVICE PROPOSAL

CUSTOMER NAME: TOWN OF PEMBROKE PARK

NHC SALES: Jason Swann

PARTNER: TCG

SUB AGENT: TCG (Agent Admin)

QUOTE NUMBER	DATE PREPARED	EXPIRES ON	
8515573663	06/07/2021	9/5/2021	
DESCRIPTION	SERVICE ADDRESS	MRC	NRC
Internet 100M Ethernet FastE	3150 SW 52ND AVE, HOLLYWOOD, FL 33023	\$823.00	\$0.00
<i>* Please see the following page for quote details</i>			
<i>Order Total</i>		\$823.00	\$0.00

NHC Document: SOA - Service Order Addendum - v1



LOCATION SERVICE QUOTE 1

QUOTE ID# 8515573663

PREPARED FOR: TOWN OF PEMBROKE PARK

SERVICE ADDRESS: 3150 SW 52ND AVE, HOLLYWOOD, FL 33023

MONTH TERM 36

TOTAL MRC \$823.00

TOTAL NRC \$0.00

MRC

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
NETWORK SERVICES - 1				
[IPCT2M]	IP Circuit-100M FastE	\$699.00	1	\$699.00
[IPADRES2M]	Static IP -5	\$0.00	1	\$0.00
[IPCAC2M]	IP Coordinated Access Charge	\$124.00	1	\$124.00
SUBTOTAL:				\$823.00

TOTAL MONTHLY RECURRING CHARGES: \$823.00

NRC

ITEM CODE	DESCRIPTION	EACH	QTY	TOTAL
INSTALLATION SERVICES				
[DATASU2M]	IP Circuit Installation	\$0.00	1	\$0.00
SUBTOTAL:				\$0.00

TOTAL NON-RECURRING CHARGES: \$0.00

Please note...

- Network Access - installation is not guaranteed until site survey complete
- NHC Account Fees: OSS Recovery Fee - \$8.99 & Paper Bill - \$6 (Assigned to Corporate Account)
- NHC Surcharges: Maintenance & Repair Program and Interstate Carrier Cost Recovery per Terms of Service
- State & Federal Taxes and Surcharges not Included

www.nhcgrp.com - sales@nhcgrp.com - 855-600-4NHC

NHC Document: SOA - Service Order Addendum - v1



SERVICE ORDER ADDENDUM

QUOTE ID# 8515573663

CUSTOMER NAME: TOWN OF PEMBROKE PARK

TERMS AND CONDITIONS

1) This Service Order Addendum is valid for 60 days. It does not include (if applicable) any additional equipment, cabling or pre-installation work, added features, peripherals (ie: cables, modules, mounting hardware) shipping, optional features or services that may have been added at the customer's request prior to installation and billing. Additionally, during the migration process or after NHC has assumed billing, it is discovered the lines have additional features and/or are of another class of service (for example Centrex lines, Metro Lines, Remote Call Forward, Resale Trunk Lines, etc) will be priced at NHC posted or tariffed rates. Migrating existing service to NHC, customer understands and accepts that additional feature charges will apply if after migration additional feature charges are found to be associated with the migrated service.

2) The pricing above does not include taxes, fees and surcharges that are imposed or permitted by a government agency under a rule or regulation. In many cases, they are designed to support a specific program (e.g. universal service fund, 911, deaf relay services, etc.) Other fees and surcharges cover our costs associated with providing certain aspects of our service such as maintenance and repair charges that are imposed on us by our underlying carrier, network components and long distance access. These fees and surcharges are set forth on our website at www.NHCTermsOfService.com. The first invoice will be inclusive of pro-rated charges, which will be applied as one month in advance for voice, hardware, and security services as well as two months in advance for data and internet services.

3) An address must be supplied and validated by RBOC/ILEC database. NHC is not responsible for an unvalidated address that doesn't match the location resulting in an inaccurate quote.

4) Distance, Location Site Survey & Buildouts/Cabling: Pricing and install intervals are based on the requested building location and available facilities. Additional costs for build-out and/or cabling may apply with some requested services (for example Broadband, GPON, and Ethernet type services).

5) Domestic (US) Unlimited Rate Usage Plans are designed for typical day to day business voice use only. NHC reserves the right to cap, change or terminate the customer's unlimited rate plan if it is determined that the customer is using the unlimited rate plan excessively. newVoice Domestic (Non-Toll Free) inbound usage caps are as follows: Inbound usage is capped at 25,000 minutes per PRI and 2,500 minutes per Hosted Seat, SIP Trunk, and Business Line. Inbound calls exceeding those levels will be billed at \$0.015 cents per minute. NHC in its sole discretion reserves the right to ensure that services are used by the customer for normal day to day business use. Instances of abuse would include but are not limited to: call centers, voice/fax dialers, telecom carrier applications, etc. NHC in its sole discretion reserves the right to ensure that services are used by the customer for normal day to day business use.

6) Confidential and Proprietary: This Service Order Addendum is provided to the Company listed above and may not be disclosed or forwarded to any other party without the express written consent of New Horizon Communications Corp.

7) Terms of Service: By signing this Service Order Addendum, the parties agree to incorporate this Service Order Addendum and the Master Service Agreement with which it is associated to the Terms of Service that are set forth on NHC's website at www.NHCTermsOfService.com. In the event of conflict between the Terms of Service and either the Master Service Agreement or this Service Order Addendum, the Terms of Service shall control.

CUSTOMER AUTHORIZATION

The signatory below represents and warrants his or her authority to execute, deliver and perform this Agreement on behalf of the Company named below. New Horizon shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between New Horizon and the Company. Installation shall mean the date when NHC tests and turns up your service and we notify you that your service is ready for use.

Agreed to on behalf of Customer by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

NHC Document: SOA - Service Order Addendum - v1

Agreed to on behalf of NHC by:

NAME: _____

TITLE: _____

AUTHORIZED SIGNATURE _____ DATE: _____



MASTER SERVICE AGREEMENT

NHC Sales: Chris Fuhry

Date: 6/7/2021

Partner: TCG

Sub Agent:

Company and Billing Information

Corporate Name:	Town Of Pembroke Park	Main Contact Name:	Mark Pakula
Business Name (DBA):	Pembroke Park Police Department	Phone:	954-701-4345
Street Address:	3150 SW 52nd Ave	Email:	mpakula@tppfl.gov
City:	Pembroke	Billing Contact Name:	Harry Taubefeld
State:	FL	Phone:	954.966.4600
ZIP:	33023	Email:	htaubefeld@tppfl.gov

Credit Information

Federal Tax ID or SSN:

Tax Exempt: If yes, check appropriate boxes: (exemption certificates must be attached or taxes will be billed)

Federal

State

Local

D&B Number:

This Master Service Agreement ("MSA") is entered into between New Horizon Communications ("NHC") and Corporate Name Company referenced above, further referred to as "Customer". As defined herein, the term "Agreement" refers to this MSA, NHC's standard terms and conditions referred to as the Terms of Service (TOS) available at <https://nhcgrp.com/terms-of-service>, all relevant Service Order Addendum(s) ("SOA"), all attachments to this MSA (such as Addendum to Contract) and all documents incorporated by reference (collectively referred to as the "Incorporated Agreements"). By signing this MSA, Customer acknowledges it has read and agrees to the MSA and the Incorporated Agreements.

1. Term: The Agreement is fully binding and enforceable as of the date the SOA is/are signed by both parties (the "Effective Date(s)") and the terms and conditions set forth in this MSA and the Standard Terms and Conditions as defined in the TOS will remain in effect for as long as NHC provides Services to Customer ("Term") pursuant to any SOA. The terms and conditions set forth in the attachments to this MSA will remain in effect for as long as NHC provides the applicable Services described in the attachment; provided that the pricing and discounts set forth in an attachment may be subject to an expiration date as stated in the attachment and applicable documents.

2. Additional Provisions

To become effective, this Agreement must be: (1) signed by an authorized Customer representative; (2) signed by an authorized NHC representative; and (3) Customer must enter into a SOA. This Agreement is effective in all electronic or physical forms, which all will be considered original and all constitute the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Amendment or Modification: This MSA, together with the Incorporated Agreements, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If there is any conflict between the rates, terms and conditions set forth in an SOA and those in the applicable tariff or price list or the TOS posted on NHC's website (<https://nhcgrp.com/terms-of-service>), the terms and conditions of the applicable filed tariff shall have first precedence, any negotiated and jointly approved supplementals to the contract (known as Addendum to Contract) shall have second precedence, conditions set forth in the TOS shall have third precedence, and standard conditions set forth in the MSA or SOA shall have fourth precedence. Unless expressly provided for otherwise in writing, this Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Authorized Representative: By signing the Agreement, you acknowledge you have the authority to enter into the Agreement on the Customer's behalf.

Agreed to on behalf of Customer by:

Name: _____

Title: _____

Authorized Signature

Date: _____

Agreed to on behalf of NHC by:

Name: _____

Title: _____

Authorized Signature

Date: _____

Authorizations

Do not release any of my company information (including my customer service record) to requesting carriers or third-party vendors without prior notification and/or my consent. (initials)

I hereby authorize my Agent access to view my New Horizon Communications invoice. (initials)



Credit Check Form

Business Name: _____

Service Address: _____

Business Phone Number: _____

Contact Name: _____

Contact Number: _____

Required Information for Credit Check

Federal Tax ID (please include W9 form): _____

Corporate Name* (name registered with the Secretary of State): _____

Corporate Address* (where registered with the Secretary of State): _____

Credit Reference Request Form

To assist us in making our credit decision, please provide us with two credit references:

Vendor Name: _____

Email address: _____

Phone number: _____

Contact Name: _____

Vendor Name: _____

Email address: _____

Phone number: _____

Contact Name: _____

Applicant Information Release:

By signing below, I authorize Call One to run my credit. I authorize the above listed references, in good faith to release / disclose my credit history to Call One.

Name: _____

Signature: _____

Title: _____

Date: _____



Service Order Agreement

This Service Order Agreement ("Service Order") authorizes Call One Inc., ("Call One") to provide the products and services to the customer identified immediately below ("Customer"). By approving this Service Order, Customer acknowledges and agrees to all terms and conditions in the Master Service Agreement (MSA) between Call One and Customer, the Service Guide (available at <https://www.callone.com/regulatory-information/>), Service Level Agreements (SLAs - available at <https://www.callone.com/resources/>), and Acceptable Use Policy (AUP - available at <https://www.callone.com/regulatory-information/>).

Customer Information

Town Of Pembroke Park
Company Name : Pembroke Park Police Department
Street Address : 3150 SW 52ND AVE
Suite Number : _____
City, State : PEMBROKE PARK, FL,
Zip Code : 33023

Contact Name : Mark Pakula
Contact Phone : 954-701-4345
Contact E-Mail : mpakula@tppl.gov

Contract Term (years) : 3

Sales Executive Information

Sales Executive : Allison Davis
Phone : 305-588-5633
E-Mail : adavis@callone.com

Billing Contact Information

Billing Contact Name : Harry Taubefeld
Billing Address : 3150 SW 52ND AVE
Billing Suite Number : _____
Billing City, State, Zip : PEMBROKE PARK, FL, 33023

Billing Contact Phone : 954.966.4600
Billing Contact E-Mail : htaubefeld@tppl.gov

3150 SW 52ND AVE, PEMBROKE PARK, FL 33023

Broadband Services		QTY	Unit Price		Monthly
5 Useable Host IPs		1	\$20.00		\$20.00
Dedicated Internet - 100M		1	\$802.00		\$802.00
Managed Equipment		QTY	Unit Price		Monthly
Cisco 2901		1	\$45.00		\$45.00
Installation Services		QTY	Unit Price	Amount Waived	One-Time
Dedicated Internet - 100M		1	\$0.00	\$0.00	\$0.00
Site Total		Monthly	\$867.00	One-Time	\$0.00
Order Totals		Monthly	\$867.00	One-Time	\$0.00

By signing below, Customer acknowledges that it understands and accepts the quantities, products, services, and rates set forth in this Service Order and that the signatory represents that he/she is duly authorized to execute this Service Order on behalf of Customer.

_____	_____
Authorized Customer Signature	Date
_____	_____
Print Name	Title

_____	_____
CallOne Authorized Signature	
_____	_____
Print Name	Date

MASTER SERVICE AGREEMENT

This Master Service Agreement ("MSA") is between Call One Inc., ("We" or "Call One") and your company Town Of Pembroke Park. Pembroke Park Police Department ("You" or "Customer"), for the provision of telecommunications services ("Services") from Call One to You. This MSA provides the terms and conditions under which those Services are provided to You.

In addition to this MSA, other terms and conditions apply to Call One's provision of Services to You. Those other terms and conditions include:

- Call One's applicable tariffs and Service Guide, located at <https://www.callone.com/regulatory-information/> which provide additional details about the provision of the Services.
- Call One's Service Level Agreements ("SLAs"), located at <https://www.callone.com/resources/> which describe the applicable quality and performance standards for the Services.
- Call One's Acceptable Use Policy ("AUP"), located at <https://www.callone.com/regulatory-information/>, under which You agree to use the Services in compliance with applicable laws, regulations, and standards.
- Any terms and conditions contained in a Service Order (described below).

By signing this MSA, You also agree to these other terms and conditions.

Together, the MSA, the Service Guide, the SLAs, the AUP, and the Service Order Agreement collectively contain the terms and conditions that apply between Call One and You, and are the agreement under which Call One provides the Services to You. Call One reserves the right to modify the Service Guide, SLAs and AUP at any time. We will give you at least thirty (30) days' notice of any such modifications to Your email address on record. (Please provide us with an updated e-mail address should your e-mail change during the term of this MSA.) If there is a conflict between or among the MSA, the Service Guide, the SLAs, and the Service Order, the terms of the MSA take priority over the Service Guide and the Service Order; also, the MSA, the Service Guide and the Service Order take priority over the SLAs.

1. THE SERVICES

- a. You will order Services on Call One's Service Order Agreement for each Service. Call One will review the Service Order and confirm whether it is able and willing to provide the Services to You. If Call One is able and willing to provide a Service to You, it will confirm the Service Order in writing.
- b. All Services are subject to availability as well as operational and systems limitations. Call One will either provide the Services using its own facilities and/or those of third-party service providers.
- c. Call One will deliver the Services to Your building or campus public network point of presence or point of demarcation. You are responsible for any extensions to the point of presence or point of demarcation. Call One is not responsible for the quality of transmission or signaling on the Your side of the network interface between You and Call One.
- d. You are also responsible for ensuring compatibility of the Services with Your equipment and services not provided by Call One. This includes, but is not limited to, ensuring that You have taken the appropriate security measures related to any equipment or services not provided by Call One.

- e. Call One will notify you when a Service You have ordered is available. This date will be the Start of Service Date. You may test the Service to determine whether the Service is operating in accordance with the Service Guide(s) or SLA(s) applicable to that Service. You are required to provide Call One notice of any non-compliance, providing specific details of the non-compliance and the specific technical specification with which the Service does not comply, within two (2) business days of the date that Call One notifies You that the Service is available. If You do not provide this notice within that timeframe, You will be deemed to have accepted the Service.
- f. You may request moves, adds or changes (“MACs”) to certain Services. Call One will inform you if it accepts the request and inform you of the charges for such MACs.
- g. You may request a change to an accepted Service Order. However, Call One is not obligated to accept such a change. If Call One agrees to the change to an accepted Order, Call One will inform you of any charges or changes to terms and conditions resulting from the requested change. You agree to pay those charges and to those changes in terms and conditions.

2. Term

- a. The Term of this MSA begins on the date that You and Call One sign this MSA below, whichever is later, and continues for a period of three (3) years from that date. Upon the expiration of the initial Term, or any renewal Term, this MSA will automatically renew for one-year at the then applicable rates, unless Call One or You inform the other party, in writing, not less than thirty (30) days prior to the end of the initial Term or any renewal Term.
- b. The term for each Service (“Service Term”) shall be stated in the applicable Service Order Agreement. Each Service Term shall begin on the date that the Service is made available to You for use and You have accepted the Service, as provided in this MSA. Unless You or Call One inform the other party, in writing, not less than thirty (30) days prior to the end of the Initial Term or any renewal Term, the Service Term will automatically renew for one-year at the then applicable rates.
- c. If the Service Term for any Service extends beyond the current Term of this MSA, the Term of this MSA will automatically extend to the latest Term for that Service.

3. BILLING/TAXES and ADDITIONAL FEES

- a. You agree to pay, in full, all the applicable charges for the Services You order, including any charges for MACs. The charges do not include taxes, surcharges or fees, which are additional, and subject to change from time to time.
- b. If any federal, state or local taxes, fees, surcharges or other charges (“Additional Charges”) are required or permitted by governmental or regulatory authorities as a result of Call One’s provision of, our You use of, the Services, You agree to pay such Additional Charges and indemnify Call One from any liability or expense associated with those Additional Charges.
- c. To the extent not prohibited by applicable law or regulation, and in the event of a charge to any law, rule or other regulatory activity (“Regulatory Activity”) that affects one or more of the Services, Call One may at any time, upon written notice, include as Additional Charges amounts to reflect the impact of such Regulatory Activity.
- d. Charges for each Service begin from the Start of Service Date or acceptance of the Services, whichever happens first. Charges will be billed monthly. Recurring monthly charges will be billed one-month in advance; non-recurring charges will be billed in arrears.

- e. All Services are subject to credit approval. We may require a deposit before providing Services to You. In addition, at any time there is a material and adverse change in Your financial condition, as We determine, in our sole reasonable discretion, We may require You to provide a deposit or an additional deposit to provide adequate assurance of your ability to perform under this MSA. Deposits are held as a guarantee of payment and is not a credit against any billed charges. If You breach this MSA, including by failing to pay charges when they are due, the deposit will become the property of Call One.
- f. If You file for bankruptcy or similar protection, You agree that You will consent (and not object) to any motion Call One files under the bankruptcy laws, including but not limited to under Section 362 of the Bankruptcy Code, seeking to apply the deposit to any outstanding claim and that You will not seek recovery of the deposit for any reason. You also agree that if You file for bankruptcy or similar protection, that Call One is a utility as that term is used in Section 366 of the Bankruptcy Code and You consent to the protections available under bankruptcy law to such entities.
- g. Call One will send You billing statements electronically. Should You choose to have a paper bill mailed to You, there is a \$10 per month charge, which may increase at Call One's discretion from time to time.
- h. Charges are due and payable in good, unrestricted and immediately available funds, in United States Dollars, within thirty (30) days of date Call One bills You. You will make payment at the place and in the manner specified on the billing statement.
- i. If You don't pay Your bill when due, Call One, in addition to any other remedies available to it, may do any or all of the following: (i) impose a late payment charge ("Late Fee"), which will be the lesser of one and one-half percent (1 ½%) per month or the highest rate legally permissible per month, on any past-due balance; (ii) place orders on hold and/or suspend one or more Services; (iii) request a deposit, and (iv) require an immediate wire transfer of any past due amount. You agree to reimburse Call One for reasonable attorney's fees and any other collection costs, including collection agency fees, if You do not pay Your bill when due or Your payment is not honored by Your financial institution.

4. BILLING DISPUTES

- a. Other than disputes related to Service Outages, You may dispute a charge only if You believe, in good faith, that an amount has been included in your billing statement that is not owed under the terms of this MSA or a Service Order. Disputes related to Service Outages will be governed by the Service Guide.
- b. All such billing disputes must be submitted to Call One in writing within sixty (60) days of the date of the billing statement in which the charge first appeared. If You do not dispute a charge within that timeframe, the dispute will be deemed waived.
- c. If You dispute a charge, You agree to: (i) pay all undisputed charges in full when due; (ii) provide, by the due date, a written statement with reasonable detail and documentation supporting the disputed charges, and (iii) negotiate in good faith to resolve any billing disputes within thirty (30) days of the date the dispute was submitted.
- d. If We resolve the disputed charges in Your favor, We will credit the disputed charges on the following month's bill and remove any Late Fees related to the disputed charges. If the disputed charges are resolved in Call One's favor, You agree to pay the disputed charges and applicable Late Fees, within five (5) business days after Call One's written notice to You.

5. TERMINATION

- a. Termination Before Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) before the Start of Service Date, You agree to pay Call One all charges Call One incurs or will incur from underlying service providers, as well as costs Call One has incurred to provide the Service or Services.
- b. Termination After Start of Service Date for a Service or Services: If You terminate a Service (in whole or part) after the Start of Service Date, You agree to pay Call One an Early Termination Charge ("ETC"). The ETC includes: (1) all recurring and non-recurring charges for the terminated Service or Services through the end of the Service Term, plus (2) any waived or discounted recurring on non-recurring charges You received. Because the exact amount of Call One's damages if You terminate a Service early are impossible to determine, You and Call One agree that the ETC is a reasonable, liquidated amount for such termination, and not a penalty.
- c. Special Construction - If an order for any access service is determined to require special construction by the underlying access vendor, Call One will provide Customer the cost for the special construction and the option to agree to pay the cost. If Customer declines to pay for the special construction the order will be cancelled at no cost to Customer.
- d. Termination by Call One: Call One may terminate this MSA and any Service Orders if:
 - i. You fail to perform a non-monetary obligation under this MSA or a Service Order that is able to be corrected and You don't correct it within thirty (30) days after Call One notifies You of the breach of that obligation. If the non-monetary obligation is a violation of law or the Acceptable Use Policy, Call One may terminate this MSA immediately.
 - ii. You fail to meet a payment obligation (including making a required deposit), and You do not fully pay all such amounts within five (5) business days after notice from Call One.
 - iii. You become insolvent or become the subject of an insolvency proceeding. Insolvent or insolvency means becoming bankrupt or insolvent or liquidating Your assets, or commencing (or having commenced against You) a proceeding for bankruptcy, inability to pay your debts in the ordinary course, or liquidation of Your assets. If You become insolvent or file for insolvency, Call One may, at its option, terminate this MSA and all underlying Services, and/or require a deposit, advanced payment or other satisfactory assurances of performance, as well as other rights Call One has available to it. You agree that, for all purposes, including applicable provisions of the U.S. Bankruptcy Code, this MSA and Service Order Agreements constitute a single integrated agreement and that Your and Call One's obligations under this MSA and Service Orders are interrelated. If Call One terminates this MSA for any of the reasons above, You agree to pay all applicable ETCs, as described in Section 5.b. above.
- e. Upon Termination of this MSA or any of the Services provided under this MSA, You agree to pay all applicable charges incurred up to the date of termination, in addition to any applicable ETCs for early termination under Sections 5.b or 5.c.

6. INDEMNITY

- a. Mutual Indemnity. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any type, known or unknown, of any third party including, without limitation, all reasonable costs and expenses, and attorneys fees ("Claim") of any nature to the extent that such Claim arises out of the Indemnifying Party's negligence or willful misconduct, or that of its employees, agents or contracts, as it relates, directly or indirectly, to this MSA or the obligations of the Indemnifying Party under this MSA.

- b. Your Additional Indemnity. You will defend, release, indemnify and hold harmless Call One from an against any Claim (a) by any user of the Services Call One provides You, including but not limited to Your customer, or employees, and (b) relating to the content that is transmitted by or contained in the Services, or any violation of law or regulation related to Your or third parties' use of the Services, including but not limited to, Claims relating to copyright law, export control laws, libel, slander, or invasion of privacy.
- c. Call One's and Your Indemnification obligations survive expiration or termination of this MSA.

7. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES SHALL YOU, CALL ONE OR ANY OF OUR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS BE LIABLE TO THE OTHER AND/OR THEIR EMPLOYEES, AFFILIATES, CONTRACTORS, OR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR LOSS OF BUSINESS (EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THESE CIRCUMSTANCES SPECIFICALLY INCLUDE: (A) CUSTOMER'S OR ANY THIRD-PARTY USERS' RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE; AND (B) COMPUTER FAILURE, WORK STOPPAGE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE.
- b. OTHER THAN CLAIMS ARISING FROM 1) A PARTY'S PAYMENT OBLIGATIONS, INCLUDING EARLY TERMINATION CHARGES; (2) A PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER TO THE OTHER PARTY EXCEED THE AMOUNT OF SERVICE CHARGES PAID BY THE CUSTOMER DURING THE SIXTY (60) DAY PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CLAIM. IN NO EVENT SHALL EITHER PARTY ASSERT ANY CAUSE OF ACTION AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION HAS ACCRUED.
- c. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE CIRCUMSTANCES OF THE MSA AND THAT CALL ONE WOULD NOT HAVE ENTERED INTO THE MSA BUT FOR CUSTOMER'S MSA TO LIMIT CALL ONE'S LIABILITY AS PROVIDED FOR IN THIS SECTION.

8. DISCLAIMER OF WARRANTY

- a. EXCEPT AS EXPRESSLY PROVIDED BY THE APPLICABLE SLA, CALL ONE PROVIDES THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR DOES CALL ONE WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL DATA.
- b. CALL ONE DOES NOT MAKE, AND DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PURCHASED OR PROVIDED THROUGH OR BY CALL ONE.

9. COMPLIANCE WITH LAW

Your use of the Services and Call One's provision of the Services shall comply with all applicable laws, regulations, and rules. You agree to obtain, and maintain, all approvals, consents and authorizations necessary to conduct Your business and initiate or conduct any transmissions over any facilities covered by this MSA. Call One agrees to obtain and maintain all approvals, consents and authorizations necessary to conduct its business and to provide the Services covered by this MSA and the Service Orders.

10. FORCE MAJEURE

If the performance of the Your or Call One's respective obligations under this MSA shall be prevented or interfered with by reason of a Force Majeure (other than Customer's payment obligations for delivered Services), then that party shall not be liable to the other for its failure to perform such obligations and such failure shall not constitute a breach of this MSA. "Force Majeure" as used herein shall mean acts of God, strike or other labor dispute, cable cut, riot or civil disturbance, war or armed conflict, failure of common carrier or "carrier's carrier," interruption of power, municipal ordinance including any state or federal law, governmental order or regulation or order of any court of competent jurisdiction, or any other similar thing or occurrence not within the control of the party claiming excuse. Changes in economic, business or competitive conditions are not Force Majeure.

11. NON-DISCLOSURE

- a. If Call One and You have executed a Nondisclosure Agreement, or similar agreement, the parties agree that the terms of that agreement shall apply and remain in full effect throughout the term of this MSA. If no such agreement is in effect, Call One and You agree to maintain in strict confidence all technology, research and development, business affairs, pricing, trade secrets, and other proprietary information of the other party disclosed under this MSA. No obligation of confidentiality shall apply to disclosed information that is in the public domain (through no violation of this Section by the recipient) that the recipient: (i) already possesses at the time of disclosure without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligation or confidentiality from a third party. The parties' obligations under this Section shall survive expiration or termination of this MSA for three (3) years after expiration or termination of this MSA.
- b. If the recipient is required by law, rule, regulation or court order to disclose any confidential information, the recipient will promptly notify the disclosing party in writing prior to making any such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate body. The recipient agrees to cooperate with the disclosing party in seeking such order or other remedy. The recipient further agrees that if the disclosing party is not successful in precluding the requesting legal body from requiring the disclosure of the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.
- c. Neither party shall use the other's name in publicity or press releases without obtaining the other's prior written approval.

12. ASSIGNMENT

Neither this MSA nor any of Your rights and/or obligations under this MSA shall be assigned, and/or delegated, and/or transferred to another party by You without the express written consent of Call One (which shall not be unreasonably withheld, delayed or conditioned). Call One may assign and/or delegate this MSA to any of its related companies or any third-party purchaser.

13. NON-WAIVER; AMENDMENT

Except as otherwise specifically provided herein, the failure of a party to enforce any right under this MSA at any time shall not constitute a continuing waiver of any such right with respect to the remaining term of this MSA, or the waiver of any other right under this MSA. No modification of this MSA or any Service Order Agreement shall be binding upon the parties unless the modification is made in writing and signed by an authorized representative of the party against which enforcement is sought.

14. NOTICE

Except as otherwise specifically provided herein, any notices required or permitted to be given under this MSA shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt; or (d) by electronic mail to Customer at Customer's designated technical and/or billing contact, or to Call One at notices@callone.com. It is solely Customer's responsibility to notify Call One of any changes to Customer's email address for such notice. Notice provided by personal delivery, certified mail, or commercial overnight courier is to be delivered to the addresses listed for each party in the signature area of this MSA, or to any such other address as either party may from time to time specify in writing to the other party. Notice shall be effective upon delivery (or refusal to accept delivery).

15. JURISDICTION, FORUM, GOVERNING LAW, AND JURY WAIVER

The MSA is made in Chicago, Cook County, Illinois. The MSA shall be interpreted and construed according to the laws of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal and state courts located in Cook County, Illinois shall be the only courts with jurisdiction to hear disputes under this MSA, and Customer consents to the jurisdiction of the federal and state courts located in Cook County, Illinois to hear such disputes. Call One and You each waive trial by jury in any civil actions or proceedings that are brought by either of the parties under this MSA.

16. CUSTOMER CONSENT TO USE OF CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Call One acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. Such CPNI includes information about the telecommunications Services purchased by You from Call One, account activity (for example, telephone numbers) and incurred charges. Call One may also share Customer information with its affiliates, agents and partners to offer any or all Services that Call One provides now or in the future. Call One Requires Your consent for it and its affiliates, agents, and partners to use this information to offer the services and products described above. By signing this MSA and taking no further action, You give Call One Your consent to use and disclose Your CPNI as described above. You may refuse CPNI consent by signing this MSA and then notifying Call One in writing of your decision to withhold consent.

17. ATTORNEY'S FEES

The parties agree that if either party to this MSA brings any civil action related in any manner to this MSA, the prevailing party in any such civil action shall recover all of its reasonable attorneys' fees and litigation expenses incurred from the non-prevailing party.

18. SEVERABILITY

If any provision of this MSA is held to be invalid or unenforceable, the remainder of this MSA will remain in full force and effect, and such invalid or unenforceable provision will be deemed to be amended to the minimum extent necessary to render it valid and enforceable. If such provision cannot be so amended, the parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the parties' original intent.

19. SURVIVAL

Those Sections of this MSA that by their nature should survive the termination or expiration of this MSA, will survive the termination or expiration of this MSA.

20. ENTIRE MSA

We each agree that this MSA and any Service Orders are the terms of our agreement with regard to the Service(s). We each agree that anything not reflected in this MSA and any Service Order(s) shall not affect the terms or interpretations of this MSA and any Service Order(s).

21. COUNTERPARTS; FACSIMILE SIGNATURE

The MSA may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same instrument. The MSA may be executed by facsimile or digital signature, and any such facsimile or digital signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile or signature were an original signature.

22. NO THIRD-PARTY BENEFICIARIES

The MSA's benefits do not extend to any third party.

f Pembroke Park. Pembroke Park Police Depa

Company Name

Call One, Inc.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Customer Contact Authority



"I the undersigned grant permission to Call One to provide information to the following individual(s) for the purpose of servicing my telecommunications account including the review of network, service and billing records. View access provides reading ability to this information. Change/Admin access provides the ability to ask questions or open tickets on our behalf. Admin access also includes negotiation of service changes and resolution of network and billing issues that may arise on my account. Billing access will receive invoices if electronic delivery and be the main point of contact for billing. Authorized account contacts are identified below along with their respective authority level for each organizational area within my company or, with external support to my company."

Page 26 of 27

COMPANY INFORMATION	
Company Name:	
Account Number:	
Date:	
Print Name:	
Title:	
Signature:	

ROLES: PERMISSIONS	PERMISSION DESCRIPTIONS	NOTIFICATION TYPES
Primary: View/Change/Admin/Billing	View: Read-only access to account details via the customer portal or phone support, except for billing details	Primary: All notifications of all types
Implementation: View	Change: Edit or update account details or tickets/inquiries on the account, except for billing details	Implementation: Implementation and activation notifications
Technical: View/Change	Admin: Signing rights on the account, ability to add/change/remove services on the account	Technical: Outage, maintenance, and upgrade notifications
Billing: View/Change/Billing	Billing: Access to view billing details, contract information, bills, and payments in the system, as well as make online payments	Billing: Bill, rate changes and past-due notice notifications
Other: No Access	Notification: All roles include notifications matching their role; other may include any notification type	

Local Contact Information						
Role	First Name	Last Name	Phone	Mobile	Email	Notification Type
Primary (REQUIRED)						Primary
Implementation (REQUIRED)						Implementation
Technical (REQUIRED)						Technical
Billing (REQUIRED)						Billing

PREPARING FOR YOUR INSTALLATION

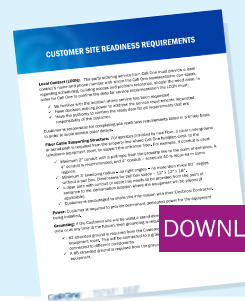
Below is a quick summary of you and your technical resources role in the installation process Please reference the service guide for more information.
Call One Professional Installation Services are available for additional cost.

YOU

- ☐ Work with your Sales Professional to complete all required paperwork
- ☐ Provide an installation contact (if different from yourself to work with your assigned Project Manager
- ☐ Respond to your Project Manager in a timely manner for important details and scheduling
- ☐ Provide Technical Resource, Primary Contacts and Billing Contact
- ☐ Participate on Welcome and Kick off calls and provide necessary Information to fulfill your order
- ☐ Provide access to your location for circuit delivery
- ☐ Ensure that your location meets technical specifications for circuit delivery including type of circuit handoff
- ☐ Accept Equipment Delivery (If Call One UC or Managed Services) and Have Equipment Available during Test and Turn Up Appointment
- ☐ Keep scheduled appointment dates and ensure Technical Resources are on site

YOUR TECHNICAL RESOURCE

- ☐ Work with Call One Engineers and Technicians to validate Technical Requirements including Handoff for Fiber
- ☐ Work with Call One to complete Site Requirements, including demark extension
- ☐ Install Call One Equipment (unless you purchased Professional Installation Service)
- ☐ Install and program your equipment, if not Call One provided
- ☐ Work with Call One Service Activations Technician to activate to activate Call One services
- ☐ Confirm all services are working



CUSTOMER ACKNOWLEDGEMENT

Initials _____ Date _____

AGENDA ITEM REPORT



To:

Subject: Purchase of Dell servers and hardware for Police Department

Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021

Department: IT

Staff Contact: Mark Pakula, Information Technology Director

BACKGROUND INFORMATION:

New Dell equipment for the new police department.

FINANCIAL IMPACT:

\$ 68,888,82 to be paid over five years. The lease contains an "appropriation of funds" clause in compliance with Florida law.

RECOMMENDATION:

Approve the purchase of servers and hardware for Police Department

ATTACHMENTS:

[3847_CQ_TPP_Police_Servers_Switches_v2](#)

[Town of Pembroke Park- TELP June21](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 15 2021
Melissa Anderson, Town Attorney	Approved - Jun 15 2021
JC Jimenez, Town Manager	Approved - Jun 15 2021
Marlen Martell, Town Clerk	Approved - Jun 15 2021



Town of Pembroke Park - Police - 2 servers w Array, Solution ID: 14149497.1 - 3847

Quote #004213 v2

Prepared For:

Town of Pembroke Park

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

P: (954) 966-4600

E: mpakula@townofpembrokepark.com

Prepared by:

Flagler Technologies, LLC

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

P: (561) 229-1603

E: ken.wagner@flagler.io

Date Issued:

04.27.2021

Expires:

05.27.2021

Dell Server Storage VMware and Networking

Qty	Manufacturer Part Number	Product Description	Price
1	Dell State Contract	https://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd	\$0.00
2	210-AKWU	PowerEdge R640 Server	\$6,335.71
1	210-AQIF	Dell EMC ME4024 Storage Array	\$25,168.75
1	634-BSFE	Windows Server 2019 Standard 16CORE FI No Med No CAL Multi Language	\$791.14
2	210-AEDM	Dell Networking S3048-ON 48x 1GbE 4x SFP+ 10GbE ports Stacking IO to PSU air 1x AC PSU DNOS 9	\$4,393.75
2	A8063870	APC Metered Rack PDU AP8830 - 0U - 120V NEMA L5-20 Input / -24 NEMA 5-20 Output	\$482.59
1	A9281166	APC Smart-UPS SRT 3000VA RM Network Card - UPS - 2700-watt - 3000 VA - with APC UPS Network Management Card AP9631	\$3,112.01
2	470-ACMO	Dell Networking Cable OM4 LC/LC Fiber Cable (Optics required) 3 Meter Customer kit	\$43.75
4	A7282255	10PK 1U 19IN BLACK MODULAR TOOL LESS BLANKING PANEL	\$51.67
2	400-AJOR	600GB 10K RPM SAS 12Gbps 2.5in Cabled Hard Drive CusKit	\$236.25
1	9EM-00678	Microsoft Windows Server 2019 Standard - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$791.14
Subtotal:			\$53,053.82

Flagler Services

Qty	Manufacturer Part Number	Product Description	Price	Ext. Price
1	FLG Services	Complete end to end services, SOW to follow	\$15,835.00	\$15,835.00
0	FLG Services			
Subtotal:				\$15,835.00

Quote Summary	Amount
Dell Server Storage VMware and Networking	\$53,053.82
Flagler Services	\$15,835.00
Total:	\$68,888.82

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

**Dell
Financial
Services**

Prepared For:

Town of Pembroke Park

June 14, 2021

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology payment solution. Enclosed is a payment solution for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term:	60
Option:	FMV
Payments:	Monthly
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Quote Number	Product Description	Product Price	Qty	Extended Price	Rate Factor	60 Payments
003847 v1	Dell Server Storage VMware and Networking	\$53,053.82	1	\$53,053.82	0.20000	\$10,610.77
003847v1	Flagler Services	\$15,835.00	1	\$15,835.00	0.20000	\$3167.00
Totals:				\$68,888.82		\$16,724.40

Proposal Expiration Date:

July 11, 2021

Please Note:

Personal Property Taxes (PPT) will apply to this lease.

Payment solutions provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of a payment solution. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, licensing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.

Additional Information:

LEASE QUOTE: Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

AGENDA ITEM REPORT



To:

Subject: Calvin, Giordano & Associates - engineering contract renewal

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

Department: Public Works

Staff Contact: Stephanie Woodbury, Project Manager

RECOMMENDATION:

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

ATTACHMENTS:

[CALVIN renewal 2021](#)

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

TOWN OF PEMBROKE PARK RENEWAL
WITH CALVIN GIORDANO

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

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

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

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

1. Renewal. The Agreement with Vendor shall be renewed for a one year period and shall expire on April 12, 2022.
2. Remaining Terms and Conditions. All other terms and conditions of the Agreement shall remain the same.

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

VENDOR

TOWN OF PEMBROKE PARK

Name:

MAYOR

Title:

ATTEST:

Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY

AGREEMENT

Between

Town of Pembroke Park

and

Calvin, Giordano & Associates, Inc.

for

CIVIL ENGINEERING CONSULTANT SERVICES

A-1

AGREEMENT

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

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

and

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

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

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

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

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

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

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

the Contractor at the Project.

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

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

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

ARTICLE 2 PREAMBLE

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

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

perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

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

ARTICLE 4 GENERAL PROVISIONS

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

ARTICLE 5 TASK ORDERS

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

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

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

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

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

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

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

7.1.1 Not To Exceed Amount Compensation

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

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

7.2 REIMBURSABLE EXPENSES

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

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

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

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

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

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

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

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

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

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

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

7.4 METHOD OF PAYMENT

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

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

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

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

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

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

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

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

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

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

ARTICLE 10
TOWN'S RESPONSIBILITIES

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

ARTICLE 11
MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and Consultants, pursuant to this Agreement shall be the property of and owned by TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of TOWN whether the Project for which they are made is executed or not, and are subject to reuse by TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by TOWN and CONSULTANT. This shall not limit TOWN'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 It is expressly understood and agreed that TOWN may terminate this Agreement at any time by giving CONSULTANT notice by telephone, or personally to one of the officers of CONSULTANT, confirmed by certified mail, return receipt requested, to the principal office of CONSULTANT. In the event that the Agreement is terminated, CONSULTANT shall be entitled to be compensated for the services rendered

from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify TOWN against any loss incurred by TOWN resulting to this termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN within five (5) days of TOWN'S request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement. CONSULTANT shall have the right to terminate this Agreement upon the substantial breach by the TOWN of its obligations under this Agreement such as unreasonable delay in payment or non- payment of undisputed amounts.

11.2.2 This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate under the circumstances in the event TOWN or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order as provided in Section 11.2.1 if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment to CONSULTANT for services which have not been performed by CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records,

and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

11.4 PUBLIC RECORDS

To the extent CONSULTANT is acting on behalf of TOWN as stated in Section 119.0701, Florida Statutes, CONSULTANT shall:

- a. Keep and maintain public records required by TOWN to perform the services under this Agreement;
- b. Upon request from TOWN, provide TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to TOWN; and
- d. Upon completion of this Agreement, transfer to TOWN, at no cost, all public records in possession of CONSULTANT upon termination of this Agreement or keep and maintain public records required by TOWN to perform the services. If CONSULTANT keeps and maintains public records upon completion of this Agreement, TOWN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TOWN upon request in a format that is compatible with the information technology systems of TOWN.

The failure of CONSULTANT to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling TOWN to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to TOWN, who will be responsible for responding to any such public records requests. CONSULTANT will provide any requested records to TOWN to enable TOWN to respond to the public records request.

Any material submitted to TOWN that CONSULTANT contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CONSULTANT must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to TOWN for records designated by CONSULTANT as Trade Secret Materials, TOWN shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of

competent jurisdiction or authorized in writing by CONSULTANT. CONSULTANT shall indemnify and defend TOWN and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure or any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPUTY TOWN CLERK AT (954) 966-4600, njoseph@townofpembrokepark.com, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

11.5 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT'S decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

11.6 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN encourage MBE/WBE

participation. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

11.7 PUBLIC ENTITY CRIMES ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, Consultant or other provider and who has been placed on the convicted vendor list following a conviction for a "public entity crime", as defined by Section 287.133, Florida Statutes, may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a contractor, supplier, Sub-Consultant, or Consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

11.8 SUB-CONSULTANTS

11.8.1 CONSULTANT may subcontract certain items of work to Sub-Consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed Sub-Consultant, including Sub -Consultant's scope of work and fees, for review and approval by the TOWN prior to Sub-Consultant proceeding with any work.

11.8.2 CONSULTANT shall utilize the Sub-Consultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of Sub-Consultants submitted by CONSULTANT.

The list of Sub-Consultants submitted is as follows:

11.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.8.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN'S satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

11.10 INDEMNIFICATION OF TOWN

11.10.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of the duties under this Agreement. The provisions of this Section shall survive the expiration or early termination of this Agreement. To the extent considered necessary by Contract Administrator and Town Attorney, any sums due to the CONSULTANT under this Agreement may be retained by TOWN until all of TOWN'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

11.10.2 It is specifically understood and agreed that the consideration inuring to the CONSULTANT for the execution of this Agreement are the promises, payments, covenants, rights and responsibilities contained herein and the award of this Agreement to CONSULTANT.

11.10.3 The execution of this Agreement by CONSULTANT shall obligate CONSULTANT to comply with the foregoing indemnification provision.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide, and shall require all of its Sub-Consultants and sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall

specifically protect TOWN and the Town Commission by naming TOWN and the Town Commission as additional insureds under the Comprehensive Liability Insurance policy hereinafter described.

- A. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws, for the benefit of CONSULTANT'S employees.
- B. Sub-Consultants not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the Contract Administrator. Sub-Consultant and sub-contractors eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the Contract Administrator and TOWN'S Risk Manager on a Task Order by Task Order basis.
- C. CONSULTANT shall provide the Contract Administrator of TOWN an original Certificate of Insurance for policies required by Article 11. All certificates shall state that TOWN shall be given ten (10) days notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to TOWN, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which TOWN may carry in its own name.
- D. CONSULTANT shall as a condition precedent of this Agreement, furnish to the Town of Pembroke Park, c/o Town Clerk's Office, 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A.	Limits of Liability	
	Bodily Injury and Property	
	Combined Single Limit	
	Each Occurrence	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Personal Injury	\$1,000,000
	Products/Completed Operations	\$1,000,000

B.	Endorsements Required
	Town of Pembroke Park included as an Additional Insured
	Employees included as insured
	Broad Form Contractual Liability Waiver of Subrogation
	Premises/ Operations
	Products/Completed Operations
	Independent Contractors

11.11.3 AUTOMOBILE BUSINESS

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$1,000,000
- B. Endorsements Required
Town of Pembroke Park included as an Additional Insured
Employees included as insured
Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION

Limits of Liability
Statutory-State of Florida

11.11.5 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

Combined Single Limit
Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Deductible- not to exceed 10%

11.11.6 Town is required to be named as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of CONSULTANT. Any exclusions or provisions in the insurance maintained by CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

11.11.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida

Guarantee Fund.

NOTE: TOWN PROJECT NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of his liability and obligation under this section or under any other section of this Agreement.

CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the TOWN at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, TOWN shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by TOWN.
- B. TOWN may, at its sole discretion, terminate the Agreement for cause and seek damages from CONSULTANT in conjunction with the violation of the terms and conditions of the Agreement.

11.12 REPRESENTATIVE OF TOWN AND CONSULTANT

11.12.1 The parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT'S request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT'S representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in their proposal for the Project as long as said key staff are in CONSULTANT'S employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT'S staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize Sub-Consultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such Sub-Consultants, by

written contract, from having any conflicts as within the meaning of this Section.

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision the Town Commission shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 THREE ORIGINAL AGREEMENTS

This Agreement shall be executed in three (3), signed Agreements, with each one treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

TOWN: Town Engineer
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 200

With a copy to: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
Telephone: (954) 966-4600, Ext. 228

CONSULTANT: Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Telephone: (954) 921-7781

11.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including, but not limited to, court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which TOWN determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

11.31 EVALUATION

TOWN maintains the right to periodically review the performance of CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to TOWN and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the Town of Pembroke Park, Florida and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Todd Larson
(Witness print name)

Stephanie Woodbury-Stephanie Woodbury
(Witness print name)

(CORPORATE SEAL)

TOWN

TOWN OF PEMBROKE PARK

By ASHIRA A. MOHAMMED, Mayor



ATTEST:

NATASHA JOSEPH
Deputy Town Clerk

Approved as to form:

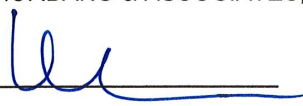
CHRISTOPHER J. RYAN
Town Attorney

CONSULTANT

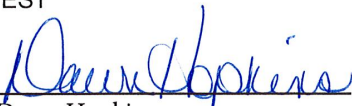
WITNESSES:

CALVIN, GIORDANO & ASSOCIATES, INC.


(Witness print name) Elizabeth Prat

By 
Name: Dennis Giordano
Title: President


(Witness print name) Stephanie Andujar

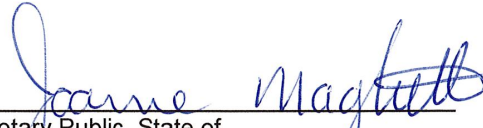
ATTEST
By 
Dawn Hopkins

(CORPORATE SEAL)

STATE OF Florida: COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 8 day of May, 2018,
by Dennis Giordano and _____ respectively, of CGA.
They are ☒ personally known to me or _____ have produced _____ as
identification.

(SEAL)


Notary Public, State of
(Signature of Notary Taking Acknowledgment)
Joanne Maglietta
Name of Notary Typed, Printed or Stamped

My Commission Expires _____

Commission Number _____

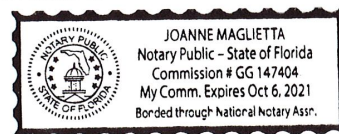


EXHIBIT “A”

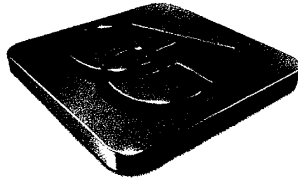
SCOPE OF SERVICES

- Surveying and mapping
- Roadway and site design
- Preparation of construction documents
- Participation in the implementation of the projects
- Neighborhood improvements and beautification
- Underground utility design such as water mains, storm water, and sanitary sewer system
- Site grading and storm water runoff modeling and design
- Erosion and sediment control design
- Pavement marking and signage design
- Maintenance of Traffic (MOT)
- Engineering analysis, cost estimates and reports
- Project permitting
- Project Construction Management
- Construction observation / inspection
- Shop drawing review
- Coordination with the Town staff, Town Consultants and contractors
- Coordination with the utilities such as FPL, Comcast and ATT
- Preparation of project rendering and presentation material
- Grant Management Services for Federal, State, and Local programs to monitor the administrative, financial, and program-specific terms and conditions, special conditions, or other requirements that must be complied with.
- Ability to provide specialized training to Town staff in Civil Engineering and Construction Inspection related areas. Person(s) providing the training must demonstrate their experience in the subject matter and be able to provide requisite expert advice to Town staff.

EXHIBIT "B"
PROFESSIONAL FEE SCHEDULE

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

A-28



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

Principal	215.00
Contract Administrator	190.00
Project Administrator	165.00
Executive Assistant / Clerical	75.00

ENGINEERING

Associate, Engineering (VI)	190.00
Director, Engineering (V)	175.00
Project Manager (IV)	150.00
Project Engineer (III)	130.00
Engineer (II)	110.00
Jr. Engineer (I)	100.00
Senior CADD Tech Manager	115.00
CADD Technician	95.00
Permit Administrator	90.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00

GOVERNMENTAL SERVICES

Associate, VP	190.00
Director of Code Enforcement	145.00
Director of Building Code	145.00
Project Manager	145.00
Grants Administrator	125.00
Code Enforcement Field Supervisor	110.00
Code Enforcement Field Inspector	90.00
Building Official	115.00
Building Plans Reviewer	90.00
Building Inspector	90.00
Permit Processor	75.00

SURVEYING

Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	130.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	480.00
Utility Locates (per hour)	205.00

LANDSCAPE ARCHITECT

Associate, Landscape Architect	165.00
Senior Landscape Architect	135.00
Environmental Administrator	125.00
Landscape Architect	120.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	90.00
Landscape Inspector/Arborist	105.00
Landscape Designer	120.00
Landscape Site Plan Reviewer	135.00

INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	125.00
Environmental Scientist	100.00

CONSTRUCTION

Associate, Construction	165.00
Construction Management Director	135.00
Construction Manager	125.00
Senior Inspector	100.00
Inspector	90.00
Construction Coordinator	90.00

EMERGENCY MANAGEMENT

Director	145.00
Planner	105.00
Assistant Planner	90.00

PLANNING

Associate, Planning	175.00
Director of Planning	150.00
Planning Administrator	150.00
Planning Manager	145.00
Senior Planner	125.00
Assistant Planner	90.00

EXPERT WITNESS

Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective October 1, 2014

FORT LAUDERDALE

MIAMI-DADE

WEST PALM BEACH

CLEARWATER/TAMPA

ESTERO

PORT ST. LUCIE



AGREEMENT FOR PROFESSIONAL SERVICES

June 29, 2021

Heidi Siegel
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: TownPlanner@tppl.gov

Project Name: **Town Hall Building Hardening**
Project Location:
KEITH Project Number: 09630.M10

Dear Ms. Siegel:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement dated April 13, 2017, this agreement between Keith & Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for Architectural consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide professional services associated with the **Town Hall Building Hardening Project** as identified in Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Project (HMGP) FEMA-4337-DR-FL (see attached). GRANT Budget:

Funding Summary

Federal Share:	\$482,343.75	(75%)
Non-Federal Share:	\$160,781.25	(25%)
Total Project Cost:	\$643,125.00	(100%)

The professional services provided by KEITH shall include the following services by:

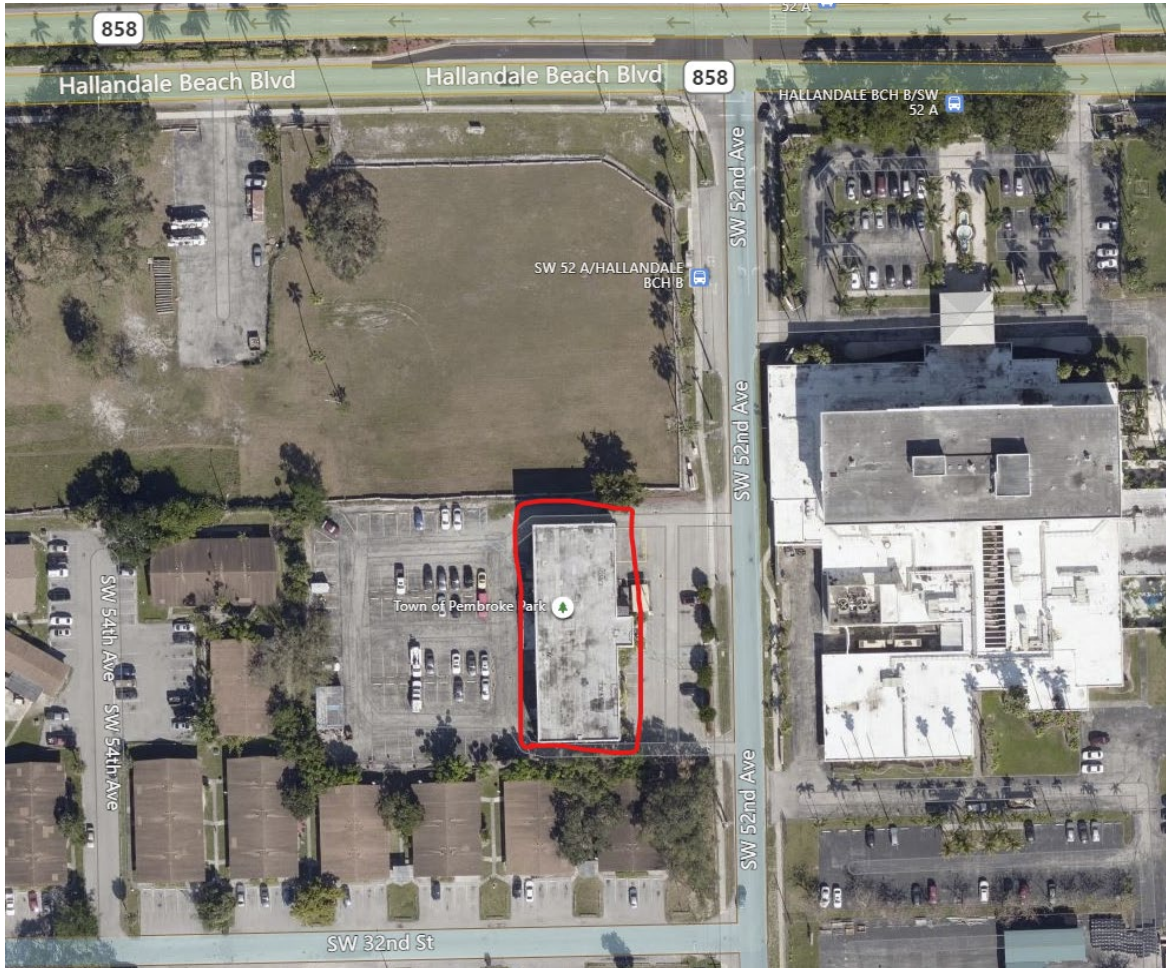
CPZ Architects, Inc.,
4316 West Broward Blvd.
Plantation, Florida 33317
(954) 792-8525
contact Christopher P. Zimmerman, AIA:

- See the attached proposal by CPZ Architects (Exhibit "A") for detail of Project Scope.

www.KEITHteam.com

pompano beach (HQ) • fort Lauderdale • miami • west palm beach • orlando • tallahassee

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.



Engineering Inspired Design.

SCHEDULE

Hardening Plans

Design Development	4 Weeks
Construction Documents	8 Weeks
Permitting	*6 Weeks
Bidding	*4 Weeks
Construction Administration	26 Weeks

* Dependent on Government Agency review and procurement time frame.

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.

COMPENSATION

CPZ Architects Services

HARDENING	Architect	Structural	MEP Engineers		
	CPZ Architects	MUEngineers	Gartek Engineers	Sub-Total	
Design Development	\$ 8,500.	\$ 12,250.	\$ 2,800.	\$ 23,550.	Lump Sum
Construction Documents	\$ 23,500.	\$ 12,200.	\$ 19,440.	\$ 55,140.	Lump Sum
Permitting	\$ 2,400.	\$ 540.		\$ 2,940.	Lump Sum
Bidding	\$ 1,200.	\$ 540.		\$ 1,740.	Lump Sum
Construction Administration	\$ 8,200.	\$ 6,000.	\$ 3,920.	\$ 18,120.	Lump Sum
Site Meetings	\$ 9,600.	\$ 3,000.		\$ 12,600.	Lump Sum
	8 Mtgs.	4 Mtgs.			
Sub-Total	\$ 53,400.	\$ 34,530.	\$ 26,160.	\$ 114,090.	
			Reimbursable	\$ 1,000.	
			CPZ TOTAL	\$ 115,090.	

KEITH SERVICES

Project Coordination / Administration

\$6,000. Lump Sum

Total Fee

\$121,090.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
 KEITH

As to CLIENT
 Heidi Siegel
 Town of Pembroke Park

 Stephen Williams, Sr. PE
 Vice President

Signature: _____
 Print Name: _____
 Title: _____
 DATED: _____

DATED: _____



Engineering Inspired Design.



June 18, 2021

KEITH

Attn.: Mr. Stephen Williams, PE
301 East Atlantic Blvd
Pompano Beach

**RE: City of Pembroke Park
Proposal for Building Hardening**

Dear Mr. Williams:

The City of Pembroke has asked for the following proposal to harden the existing three-story City Hall building located at 3150 SW 52nd Avenue, Pembroke Park, FL. We understand that this is based on the State of Florida, Division of Emergency Preparedness Management, Project #4337-338-R.

Scope of Services

1. Structural Analysis of the existing building to determine if the existing building structure meets the current Florida Building Code requirements for an Essential Facility. See attached proposal from MUEngineers and their scope of services.
2. Replacement of doors, windows, and louvers on the exterior of the building to complete with large missile impact and wind loads as determined by the structural analysis.
3. Reroofing design of the building.
4. Installation of a full building emergency generator system. See attached proposal from Gartek Engineering for their scope of services.
5. Prepare preliminary design drawings for review by the city.
6. Assist the city in providing any information from our design that is needed in responding to the Grant Requirements.
7. Prepare final Architectural, Structural and Electrical design and construction drawings.
8. Provide signed and sealed drawings for permitting.
9. All specifications will be included on the drawings.
10. Provide drawings for the city use in bidding the project. Attend the pre-proposal meeting with the contractors. Review the bids received by the city.
11. Provide construction administration services to respond to RFI's, review shop drawings, review pay applications, etc.
12. Provide meetings on site during construction followed by meeting minutes and photographs.

COMPENSATION

Compensation for architectural and engineering services shall be on a stipulated basis. ***This proposal is based on completing this work at the same time as the Police Renovations and that the city will retain a single contractor to construction both projects at the same time under a single contract.***

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525

AA #26000685

WWW.CPZARCHITECTS.COM



"Designing Quality Architecture that Builds Lasting Relationships"

HARDENING	Architect	Structural	MEP Engineers		
	CPZ Architects	MUEngineers	Gartek Engin.		Sub-Total
Design Development	\$ 8,500.00	\$ 12,250.00	\$ 2,800.00		\$ 23,550.00
Construction Documents	\$ 23,500.00	\$ 12,200.00	\$ 19,440.00		\$ 55,140.00
Permitting	\$ 2,400.00	\$ 540.00			\$ 2,940.00
Bidding	\$ 1,200.00	\$ 540.00			\$ 1,740.00
Construction Administration	\$ 8,200.00	\$ 6,000.00	\$ 3,920.00		\$ 18,120.00
Site Meetings	\$ 9,600.00	\$ 3,000.00			\$ 12,600.00
	8 Mtgs.	4 Mtgs			
Sub-Total	\$ 53,400.00	\$ 34,530.00	\$ 26,160.00	\$ -	\$ 114,090.00
				Reimbursables	\$ 1,000.00
				TOTAL	\$ 115,090.00

1. Reimbursable Expenses
 - a. Reproductions and Prints
 - b. Fees paid to municipalities.
2. Additional Services not included in the estimate above:
 - a. Building Fire Sprinkler Design is not included.
 - b. Civil Engineering
 - c. Landscape Architecture.
 - d. Geotechnical Engineering
 - e. Permitting. We will provide signed and sealed drawings for permitting. However, the filing and processing for the permits will be by the city and/or the General Contractor. We will revise the plans as necessary to receive permit approvals.
 - f. Preparing of full As-Built Drawings
 - g. Environmental Services
 - h. Site Plan Approval Process
 - i. Attendance at Community Meetings and Public Hearings, except as outlined above.
3. Compensation for additional architectural/engineering Services shall be computed on a per hour basis as follows:
 - a. Principal Architect \$225
 - b. Project Manager \$180
 - c. Architectural Associate \$110
 - d. Administrative Support \$ 80

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter, and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,


 Chris P. Zimmerman, AIA
 President, CPZ Architects, Inc.

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
 (954) 792-8525
 AA #26000685 WWW.CPZARCHITECTS.COM



June 18, 2021

Mr. Chris Zimmerman, AIA
President
CPZ Architects, INC.
4316 West Broward Boulevard,
Plantation, Florida 33317

***Via E-Mail ***

chris@cpzarchitects.com
heidi@cpzarchitects.com

Dear Chris

Re: Pembroke Pines Town Hall – New Emergency Generator R1
This proposal supersedes prior proposal dated 06-15-21

This is to present our proposal for Electrical Engineering services for the referenced project. As discussed, this scope is to include a new emergency generator and associated automatic transfer switches.

Base Scope:

- I. The following is included in our fee:
 - A. Gartek will provide professional design and consulting engineering services in the preparation of construction drawings for the following disciplines:
 1. Electrical Engineering associated with a new emergency generator.
 - B. Electrical Design:
 1. Design and selection of emergency generator to serve the entire building.
 - C. Fire Alarm Design:
 1. New emergency generator will be tied to existing fire alarm if the existing fire alarm is capable of monitoring the new generator. If the existing fire alarm system is not capable of supporting the required supervision signals, empty conduits will be provided for a future FA upgrade project.
 - D. Coordination conference calls during design using Skype or similar A/V conferencing system.
 - E. Design will be prepared using AutoCAD.
 - F. We will include timely response to all comments by building department.
 - G. One (1) site visit for One (1) engineer for visual observations of existing conditions during design. Visual observations will be non-destructive (we will not destroy walls and fixed ceilings in order to determine conditions of existing systems and devices).
 - H. Incorporation of Contractor's annotations of actual field installed conditions into final drawings.

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496
Broward Office: 2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133
Palm Beach Office: 6801 Lake Worth Rd. • Suite 117 • Greenacres • FL 33467 • Phone (561) 249-3431 • Fax (561) 249-3472
www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

June 18, 2021

Mr. Chris Zimmerman, AIA

Re: **Pembroke Pines Town Hall – New Emergency Generator R1**

Page 2 of 3

II. The following **will not** be included in the Basic Fee:

- A. It is estimated that we will not be required to separate a new life safety branch to serve the entire building. If the existing building is provided with battery backup for emergency lighting and fire alarm systems, then this should meet life safety backup requirements and a separate life safety branch should not be required. An additional fee can be provided if separation of life safety branch throughout the building is required.
- B. Multi-phasing of construction project. That is, fee is based on design for completing of the project in one continuous sequence. The breakup of the project into several areas or phases will require additional fees to the base proposal fee identified herein. It is assumed this project will take place with the same contractor and in the same construction period as the Police Department Buildout project.
- C. Reproduction is not included. Digitally signed and sealed plans will be provided for Building department review.

Fee Breakdown – Town Hall – New Emergency Generator:

Electrical	
50% CD	\$12,800
100% CD	\$ 9,440
Services during Construction	<u>\$ 3,920</u>
Emergency Generator design	Total \$26,160

Work approved by you to be completed on an hourly basis will be charged at the following rates:

Principals	\$200.00/hr
Engineer	\$140.00/hr
CAD/Designer	\$ 80.00/hr
Clerical	\$ 50.00/hr

We have attempted to provide a well-defined scope to hold our fee to a minimum. If our proposal is acceptable, please return a signed copy authorizing us to proceed. A standard AIA Document can be executed to supplement this contractual agreement. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Gartek Engineering looks forward to working with you and the rest of the consultants of this project. Please contact me with any questions or comments.

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496

Broward Office: 2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133

Palm Beach Office: 6801 Lake Worth Rd. • Suite 117 • Greenacres • FL 33467 • Phone (561) 249-3431 • Fax (561) 249-3472

www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

June 18, 2021

Mr. Chris Zimmerman, AIA

Re: **Pembroke Pines Town Hall – New Emergency Generator R1**

Page 3 of 3

Thank you for the opportunity to present this proposal. Kindly review it and let me know if I can help clarify any item.

Sincerely yours,

GARTEK ENGINEERING CORPORATION

Benjamin De Zayas, P.E LEED AP
Vice President Electrical Department

MFG:pcy

Authorization **by CPZ Architects Inc.**, for Gartek
Engineering Corp., to provide the above engineering
services:

Signed: _____

Name: _____

Title: _____

Date: _____

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496

Broward Office: 2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133

Palm Beach Office: 6801 Lake Worth Rd. • Suite 117 • Greenacres • FL 33467 • Phone (561) 249-3431 • Fax (561) 249-3472

www.gartek-engineering.com

MUEngineers, Inc.
3440 NE 12th Avenue
Oakland Park, FL 33334
Phone: (954) 324-4730
CA#: 29348
www.MUEngineers.com



Proposal

June 11, 2021

CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, Florida 33317
Attention: Mr. Chris P. Zimmerman

Via E-Mail: chris@cpzarchitects.com

Reference	Project Name:	Pembroke Park Police-Hardening
	Project Address:	Pembroke Park, FL
	MUE PN:	MUE21060101

Dear Chris,

We are pleased to propose the following agreement for providing structural engineering services on this project. This proposal will remain open for acceptance for 30 days from the date above.

MUEngineer's project scope of work (SOW)

Our scope and involvement in this project will be limited to the following structural consulting services:

1. Structural Assessment:
 - a. Review of available structural record documents of the existing two-story fire station building structure and generator enclosure.
 - b. Perform an initial site visit to observe and verify the existing building structural components.
 - c. 3D structural FEM analysis of the existing building structure and structural assessment of the existing building structure.
 - d. Determine hardening requirements to elevate the buildings' gravity and lateral load resisting systems, components, and connections design to Risk Category IV as per the current Florida Building Code
 - e. Provide a structural assessment report summarizing our findings.
2. Structural construction documents related to the structural hardening, restoration (as / if needed) and remodel / alterations of the existing building structure.
3. Prepare structural technical specification sections.
4. Provide structural input/ reporting assistance as it relates to the project's grants.

Special Conditions

- MUEngineers will be granted full access to the interior and exterior of the building during our site visits
- MUEngineers will be provided with a complete set of architectural and structural record documents of the original building construction in pdf, rvt or dwg file format.

THOROUGH, DETAILED AND COST-EFFICIENT ENGINEERING DELIVERED IN A TIMELY MANNER

Engineering Compensation

The fee for these services will be broken down as follows:

• Structural assessment	Fixed fee of \$12,250.00
• 30% Construction Documents	Fixed fee of \$3,500.00
• 60% Construction Documents	Fixed fee of \$3,500.00
• 100% Construction Documents	Fixed fee of \$5,200.00
Total Design Fee	Fixed fee of \$24,450.00
• Permit Phase Assistance (limited to response to structural related permit comments)	Fixed fee of \$540.00
• Bidding Assistance (responding to bidders RFIs)	Fixed fee of \$540.00
• Post Design Services	
1. Basic CA services (Limited to review and responses to structural related RFIs and submittals during the first 3 month of construction)	Fixed fee of \$6,000.00 (invoiced at \$2,000.00 / month.
2. Extended CA Services (RFI and submittal reviews after completion of the first 3 month of construction, addressing construction deficiencies, addressing unforeseen field conditions, review of RFIs and submittals not related to the structural design (e.g., RFIs related to unforeseen conditions, mean and methods, design alternates, etc.), owner or contractor requested design changes during construction, attending site meetings	On an as needed and hourly rate basis per our standard rate schedule
• Time related to value engineering tasks	Not included in our fee and scope
• Time related to private peer reviews and peer reviews demanded by any authorities such as the local building department.	Not included in our fee and scope
• 4 Engineering site visits during construction.	\$750.00 per scheduled site visit with a total of \$3,000.00.
• Reimbursable expenses	Fixed fee of \$500.00
• Special Inspections and additional site visits during construction	Not included in our scope and fee;

Initial: _____



Any revisions to the scope of work, additional services, any changes to a portion of the structure for which the structural design has been completed more than 25% or additional services will be done at the prevailing hourly rates for the personnel involved.

Hourly rate schedule

Principal	\$200.00 per hour
Project Manager	\$170.00 per hour
Project Engineer	\$150.00 per hour
Inspector	\$100.00 per hour
BIM/CAD Technician	\$100.00 per hour
Administrative	\$80.00 per hour

Specifications, documents, and deliverables

- Structural Building Assessment Report
- Two sets of signed and sealed structural permit sets and calculations.

Not included in our fee or scope

- Cost estimating
- Printing and distribution of additional structural construction documents such as plans, specifications, and reports.
- Site visits and attending meetings during construction.
- Design of items not related to the main building structure or indicated above such as:
 - Design of miscellaneous site structures more than 5'-0" outside the building footprint and not specifically indicated in the SOW above, such as but not limited to site amenities, dumpster enclosures, emergency generator enclosures, generator foundation slabs, site walls, seawalls and bulkheads, fountains, pools, entry signs and footings, light pole and flagpole foundations, benches, sidewalks, ramps, curbs, decks, civil and landscape structures, etc.
 - Design of specialty-engineered items and miscellaneous items not related to the main building structure such as concrete tilt wall panels, decorative and architectural precast concrete components, heavy timber framing and connections, wood trusses, light gauge steel framing, steel joists and girders, windows and doors and their attachments, trellises, canopies, screen framing, fabric structures, any type of stair framing and stair structures (other than conventional cast in place concrete stairs or wood framed stairs, ladders, railings, RTU curbs and stands, cooling tower support framing, trellises, elevated wood decks, etc., mechanical equipment support framing and hangers, etc.
- Design related construction means and methods, construction sequencing, construction loading conditions, sheathing, shoring, scaffolding, formwork, temporary bracing, etc.
- Material testing, if necessary, to determine material strengths, mechanical and chemical components, and composition of existing structural components
- Any changes to a portion of the structure after the schematic design phase has been completed and for which the structural design has been completed more than 25%
- Any time that is required to interact, to respond to or redesign related to an engineering peer review or value engineering review.

Initial: _____



This proposal is based on the following assumptions.

- Structural record drawings of any currently existing or previously existing and demolished structures at the same site will be made available to MUEngineers, Inc.
- Lifts, ladders, or other appropriate means to access existing elevated roof or floor framing including a certified lift operator will be made available to MUEngineers at the time of the scheduled site visit(s)
- A Geotechnical Engineer will be retained by others and MUE will coordinate its foundation design with the Geotechnical Engineer's written report. Client understands, agrees, and accepts that MUE may use the Geotechnical Engineer's written report and is entitled to rely upon its accuracy and completeness. Client recognizes and understands that the Geotechnical Engineer is responsible for the accuracy and completeness of the Geotechnical Engineer's written report.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

Additional Provisions

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as necessary to place our files in order and, where considered by us necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30 percent of all charges incurred up to the date of the stoppage of work may, at the discretion of MUEngineers, Inc., be applicable.

All work prepared by MUEngineers, Inc. is the property of the corporation and may only be used for its intended use. Said work may not be used at any other location for any other use without MUEngineers' written authorization.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy along with the applicable retainer.

We are looking forward to working with you on this project.

Sincerely,

Marcus Unterweger, P.E., S.I., LEED AP
President

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON

Initial: _____



BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITION

Customer Name:	MUEngineers, Inc.
Authorize Signature: _____	Authorized Signature: _____
Print Full Name _____	Print Full Name: <u>Marcus Unterweger</u>
Job Title: _____	Job Title: <u>Principal</u>
Signature Date _____	Signature Date: <u>June 11, 2021</u>

NOTE: PLEASE RETURN A SIGNED COPY OF THE ACCEPTED PROPOSAL TO MUENGINEERS AS YOUR APPROVAL AND AUTHORIZATION TO COMMENCE WITH THESE DESIGN SERVICES

Initial: _____



EXHIBIT A - SUMMARY OF SERVICES

This is an exhibit attached to and made part of the Letter of Agreement dated June 11, 2021 between CPZ Architects, Inc. and MUEngineers, Inc. MUEngineers, Inc. (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Invoices for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 14 days after the invoice date and MUE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at guaranteed interest rate of 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Reimbursable Expenses

Reimbursable expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, travel expenses [including travel time], overnight deliveries, shipping services (UPS, FedEx, courier services, etc.), professional services sales taxes, and the cost of printing and reproductions.

Access to Site

Unless otherwise stated, MUE will have access to the site for activities necessary for the performance of the services. MUE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If MUE has reason to believe that a structurally deficient condition may exist, MUE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) MUE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and MUE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Initial: _____



Indemnifications

MUE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses, and expenses to the extent they are caused by the negligent acts or omissions of MUE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless MUE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except MUE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or loss due to the presence of hazardous materials

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Client and MUE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, MUE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause(s) shall not exceed the amount of MUE's fee or other amount agreed upon. Such causes include, but are not limited to, MUE's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay MUE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by MUE under this Agreement shall remain the property of MUE and may not be used by the Client for any other endeavor without the written consent of MUE.

Dispute Resolution

Any claim or dispute between the Client and MUE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the principal place of business of MUEngineers, Inc.

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers, or directors.

Initial: _____



PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

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Initial: _____





STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

August 17, 2020

Ms. Myriam Jacques, Public Service Assistant Director
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

Re: Project #4337-338-R, Town of Pembroke Park

Dear Ms. Jacques:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0481 between Town of Pembroke Park and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Velma.noel@em.myflorida.com. The Project Manager for this contract is:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at 850 815-4585.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.08.19 13:19:35 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

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:

Myriam Jacques, Public Service Assistant Director
Town of Pembroke Park
T3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone: 954-966-4600
Email: MJacques@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:

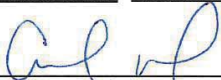
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, 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: Ashira Mohammed, Mayor

Date: June 29, 2020

FID# 590968454

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.08.19 13:20:06 -04'00'

By: _____

Name and Title: Jared Moskowitz, Director

Date: 08/19/2020

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/government/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: _____	TOWN OF PEMBROKE PARK
Signature	Sub-Recipient's Name
_____	H0481
Name and Title	DEM Contract Number
_____	4337-338-R
Street Address	FEMA Project Number

City, State, Zip	

Date	

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



LETTER OF TRANSMITTAL

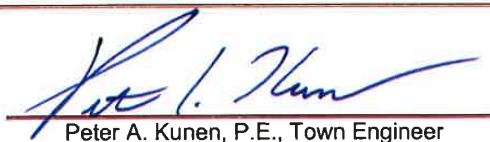
TO:	BC Emergency Management Division	DATE:	7-12-2018
	201 N.W. 84 th Avenue	ATTN:	Necole Holton Jacobs
	Plantation, FL 33324	RE:	Town of Pembroke Park HMGP Application
			Town Hall Building Hardening Project

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
Sub-Total				\$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>
Sub-Total			\$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>
Sub-Total			\$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 | \$513,562.50 | 75 | % of Total | (Maximum 75%) |
| 2. | Non-Federal Share | | | | |
| 3. | Estimated Local Share | \$171,187.50 | 25 | % of Total | (Cash) |
| 4. | | | | % of Total | (In-Kind**) |
| 5. | | | | % of Total | (Global Match***) |
| 6. | Other Agency Share
(Identify Non-Federal Agency and availability date) | | | % of Total | |
| | | | | | |
| 7. | Total Funding sources from above | \$684,750.00 | 100.00% | 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. 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.

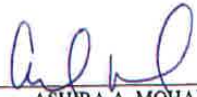
Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

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
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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
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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	\$7,500.00
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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



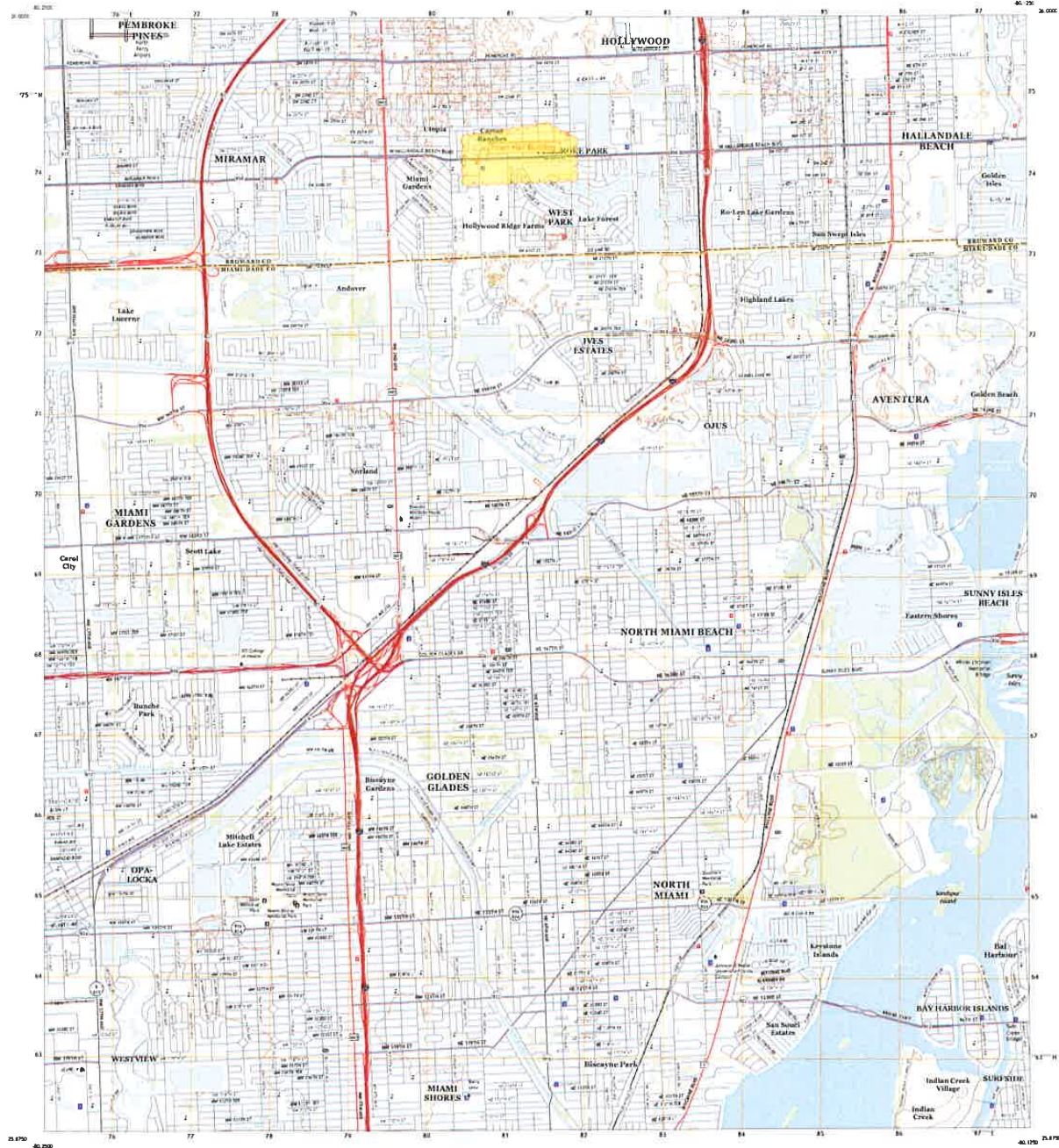
July 6, 2018



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



NORTH MIAMI QUADRANGLE
FLORIDA A
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Horizontal Control: National Geodetic Survey, 1983
Vertical Control: National Geodetic Survey, 1983
Data Source: Aerial Photography, 1983
Map Scale: 1:24,000
Map Date: 1983
Map Series: 7.5-Minute Series
Map Sheet: 2018



ROAD CLASSIFICATION
Expressway
Arterial Road
Collector Road
Local Road
US Route
State Road



NORTH MIAMI, FL
2018

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

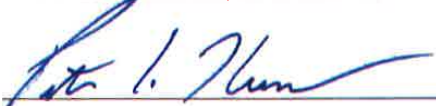
___ Community Development Block Grant

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

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



AGREEMENT FOR PROFESSIONAL SERVICES

June 29, 2021

Heidi Siegel
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, FL 33023
Phone: (954) 466 – 4600
E-mail: TownPlanner@tppl.gov

Project Name: **Town Hall First Floor Police
Station Renovation**

Project Location:
KEITH Project Number: 09630.M11

Dear Ms. Siegel:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement dated April 13, 2017, this agreement between Keith & Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for Architectural consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide professional services associated with the **Town Hall Building First Floor Police Station Renovation Project.**

The professional services provided by KEITH shall include the following services by:

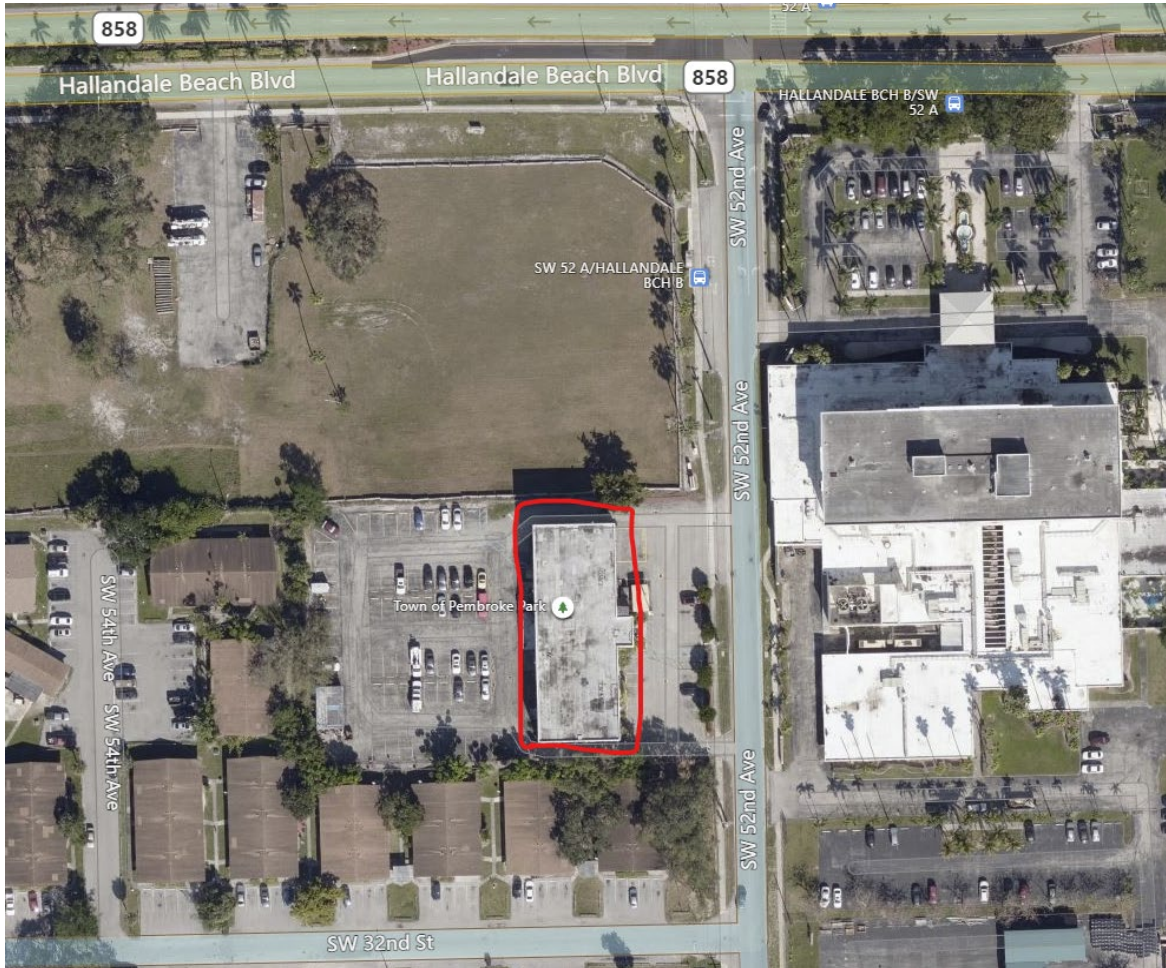
CPZ Architects, Inc.,
4316 West Broward Blvd.
Plantation, Florida 33317
(954) 792-8525
contact Christopher P. Zimmerman, AIA:

- See the attached proposal by CPZ Architects (Exhibit "A") for detail of Project Scope.

www.KEITHteam.com

pompano beach (HQ) • fort Lauderdale • miami • west palm beach • orlando • tallahassee

Project Areas – Site Map



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.



Engineering Inspired Design.

SCHEDULE

Town Hall First Floor Police Station Renovation Plans

Design Development	6 Weeks
Construction Documents	8 Weeks
Permitting	*6 Weeks
Bidding	*4 Weeks
Construction Administration	26 Weeks

* Dependent on Government Agency review and procurement time frame.

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario.

COMPENSATION

CPZ Architects Services

POLICE STATION	Architect	MEP Engineers	Asbestos Survey	Structural Allowance		
	CPZ Architects	Gartek Engineers	ETS Environ.	MUEngineers	Sub-Total	
Design Development	\$12,400	\$7,560	\$925		\$20,885	Lump Sum
Construction Documents	\$39,200	\$26,460		\$3,500	\$69,160	Lump Sum
Permitting	\$2,800	\$2,140			\$4,940	Lump Sum
Bidding	\$3,600	\$1,260			\$4,860	Lump Sum
Construction Administration	\$7,500	\$8,960			\$16,460	Lump Sum
Site Meetings	\$9,600 8 Mtgs	\$2,800 5 Mtgs			\$12,400	Lump Sum
Sub-Total	\$75,100	\$49,180	\$925	\$3,500	\$128,705	
				Reimbursables	\$1,000	Rate Schedule
				CPZ TOTAL	\$129,705	

KEITH SERVICES

Project Coordination / Administration

Total Fee

\$6,000. Lump Sum
\$135,705.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
 KEITH

 Stephen Williams, Sr. PE
 Vice President

DATED: _____

As to CLIENT
 Heidi Siegel
 Town of Pembroke Park

Signature: _____

Print Name: _____

Title: _____

DATED: _____



Engineering Inspired Design.



"Designing Quality Architecture that Builds Lasting Relationships"

June 18, 2021

KEITH

Attn.: Mr. Stephen Williams, PE
301 East Atlantic Blvd
Pompano Beach

**RE: City of Pembroke Park
Proposal for the First Floor Police Station Renovation**

Dear Mr. Williams:

The City of Pembroke has asked for the following proposal to renovate the north half of the City Hall building located at 3150 SW 52nd Avenue, Pembroke Park, FL into a police station. We understand that this will be based on the proposed layout prepared by the Red Design Group dated 05-07-21.

Scope of Services

1. Prepare preliminary design drawings for review by the city.
2. Provide an asbestos survey of the building for use in permitting. Asbestos abatement design is not included if found.
3. Prepare final Architectural, Mechanical, Electrical and Plumbing design and construction drawings. *See attached MEP proposal for scope of services.*
4. Provide signed and sealed drawings for permitting.
5. Provide drawings and specifications for the city use in bidding the project. Attend the pre-proposal meeting with the contractors. Review the bids received by the city.
6. Provide construction administration services to respond to RFI's, review shop drawings, review pay applications, etc.
7. Provide meetings on site during construction followed by meeting minutes and photographs.

COMPENSATION

Compensation for architectural and engineering services shall be on a stipulated basis. *This proposal is based on completing this work at the same time as the Hardening Renovations and that the city will retain a single contractor to construction both projects at the same time under a single contract.*

POLICE STATION	Architect	MEP Engineers	Asbestos Survey	Struc. Allowance	
	CPZ Architects	Gartek Engin.	ETS Environ.	MUEnginers	Sub-Total
Design Development	\$ 12,400.00	\$ 7,560.00	\$ 925.00		\$ 20,885.00
Construction Documents	\$ 39,200.00	\$ 26,460.00		\$ 3,500.00	\$ 69,160.00
Permitting	\$ 2,800.00	\$ 2,140.00			\$ 4,940.00
Bidding	\$ 3,600.00	\$ 1,260.00			\$ 4,860.00
Construction Administration	\$ 7,500.00	\$ 8,960.00			\$ 16,460.00
Site Meetings	\$ 9,600.00	\$ 2,800.00			\$ 12,400.00
	8 Mtgs.	5 Mtgs			
Sub-Total	\$ 75,100.00	\$ 49,180.00	\$ 925.00	\$ 3,500.00	\$ 128,705.00
				Reimbursables	\$ 1,000.00
				TOTAL	\$ 129,705.00

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525

AA #26000685

WWW.CPZARCHITECTS.COM



“Designing Quality Architecture that Builds Lasting Relationships”

1. Reimbursable Expenses
 - a. Reproductions and Prints
 - b. Fees paid to municipalities.
2. Additional Services not included in the estimate above:
 - a. Fire Sprinkler Engineering.
 - b. Alterations to the existing building or the existing building air conditioning system. See exclusions in the attached proposal form Gartek Engineering**
 - c. Civil Engineering
 - d. Landscape Architecture.
 - e. Geotechnical Engineering
 - f. Permitting. We will provide signed and sealed drawings for permitting. However, the filing and processing for the permits will be by the city and/or the General Contractor. We will revise the plans as necessary to receive permit approvals.
 - g. Preparing of full As-Built Drawings
 - h. Environmental Services
 - i. Site Plan Approval Process
 - j. Attendance at Community Meetings and Public Hearings, except as outlined above.
3. Compensation for additional architectural/engineering Services shall be computed on a per hour basis as follows:

a. Principal Architect	\$225
b. Project Manager	\$180
c. Architectural Associate	\$110
d. Administrative Support	\$ 80

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter, and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,


Chris P. Zimmerman, AIA
President, CPZ Architects, Inc.

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
(954) 792-8525
WWW.CPZARCHITECTS.COM



June 18, 2021

Mr. Chris Zimmerman, AIA
President
CPZ Architects, INC.
4316 West Broward Boulevard,
Plantation, Florida 33317

***Via E-Mail ***

chris@cpzarchitects.com
heidi@cpzarchitects.com

Dear Chris,

Re: Pembroke Pines Police Department Tenant Upgrade – R2
This proposal supersedes prior proposal dated 06-15-21

This is to present our proposal for Mechanical, Electrical, and Plumbing (MEP) Engineering services for the referenced project. As discussed, this scope is to include the Police Department Buildout only encompassing of approximately 3800 Sq. Ft. of tenant upgrade. The building hardening, roofing, and generator upgrade projects for the remaining building will be provided as a separate proposal.

Base Scope:

- I. The following is included in our fee:
 - A. Gartek will provide professional design and consulting engineering services in the preparation of construction drawings for the following disciplines:
 - a) Electrical Engineering
 - b) HVAC Engineering
 - c) Plumbing Engineering
 - B. Electrical Design:
 1. Design and circuiting of the power equipment serving this tenant buildout.
 2. Design and circuiting of interior lighting, as specified by the architect or interior designer.
 3. Specification on plans.
 4. Design and circuiting for electrical power serving the new tenant buildout.
 5. Load calculation, panel schedules, riser diagram and general notes.
 6. Provision for including separate electrical panel for police station only and tied to emergency transfer switch for future generator (under separate building hardening project).
 7. Telecom/Data infrastructure (limited to empty conduits with pull strings, sleeves, J hooks, and power for equipment) as requested by Pembroke Pines IT department. Locations of all equipment and infrastructure to be marked up on plans and provided to Gartek which will be transferred to our plans.
 8. Electrical meter to be shared with main building meter. Separate Tenant meter is not required for the police department as per Teams meeting which took place on June 4, 2021.

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

Corporate Office: 7210 SW 39 Terrace • Miami, Florida 33155 • Phone (305) 266-8997 • Fax (305) 264-9496
Broward Office: 2700 N. 29 Ave • Suite 303 • Hollywood, Florida 33020 • Phone (954) 404-8100 • Fax (954) 404-8133
Palm Beach Office: 6801 Lake Worth Rd. • Suite 117 • Greenacres • FL 33467 • Phone (561) 249-3431 • Fax (561) 249-3472
www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

June 18, 2021

Mr. Chris Zimmerman, AIA

Re: **Pembroke Pines Police Department Tenant Upgrade – R2**

Page 2 of 4

9. Additional receptacles and conduits to be provided as requested during June 4, 2021 Teams meeting as noted below:

- a. Provide a couple of 20A outlets outside with locking cover.
- b. Provide empty conduit to box outside for future use.

10. Fire Alarm:

- a. Design and specification of fire alarm system per NFPA 72.
- b. It is expected that the existing Fire Alarm system is being supported by the original equipment manufacturer and is capable of being expanded to serve the new police department.
- c. Provide typical fire alarm details and riser diagram.

C. Mechanical/Air-conditioning Design:

1. Design and specifications for a separate DX air conditioning system to serve the new police station tenant space.
2. CU units will be located on the existing roof. Equipment sizing and weights will be provided to structural engineer for structural design.

D. Plumbing Design:

1. Design and specification of cold water and hot water piping connecting to existing systems.
2. Design and layout of sanitary/drainage systems connecting to existing systems.
3. Specification and selection of plumbing fixtures to be coordinated with the owners and/or their architect.
4. Isometric diagrams for sanitary and domestic water.

E. Coordination conference calls during design using Skype or similar A/V conferencing system.

F. Design will be prepared using AutoCAD.

G. We will include timely response to all comments by building department.

H. Two (2) site visits for Three (3) engineers (5 visits in total) for visual observations of existing conditions during design. Visual observations will be non-destructive (we will not destroy walls and fixed ceilings in order to determine conditions of existing systems and devices).

I. Incorporation of Contractor's annotations of actual field installed conditions into final drawings.

II. The following **will not** be included in the Basic Fee:

- A. ***It is assumed that the project will be allowed to separate the new proposed Police Department area from the existing air conditioning unit and provide a completely independent system to serve the scope of area only. This proposal is based on the assumption that existing unit serving the remainder of the First floor will be allowed to remain as is, without having to bring this equipment, installation, and Electrical/Mechanical room up to compliance with current codes. This proposal does not include***

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www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

June 18, 2021

Mr. Chris Zimmerman, AIA

Re: **Pembroke Pines Police Department Tenant Upgrade – R2**

Page 3 of 4

additional MEPFP upgrades to correct existing non-conforming conditions in any other areas beyond the limits of the scope of work for the new space.

- B. Re-design of HVAC system serving the remaining 1st floor level is not included.
- C. Parking area illumination and additional EV chargers are not included in this scope.
- D. Emergency Generator design. The proposal for the new Emergency Generator system will be a separate proposal to provide emergency generator upgrade of the Building Hardening project as requested by the City.
- E. Bacterial/fungal equipment to provide better supplemental air quality.
- F. The fee does not include specialized lighting design services such as decorative luminaire selection, programmed dimming systems nor special effects lighting (facade display, etc.). It is assumed those will be provided by the lighting designer on the team. The basic fee includes selection of common luminaire types and controls only.
- G. Design of Public Announcement, Sound system, Master Clock, Security, CCTV, or MATV Systems. Those services are normally provided by vendor(s) selected by ownership, Gartek will provide electrical power supply, empty raceways as required, and HVAC for those systems.
- H. Civil Engineering, Paving, grading, and site drainage. Our scope does not include site water collection, retention, and disposal which will be prepared by the Civil Engineer (if required) on the team.
- I. Structural design and wind load equipment support calculations.
- J. Fire sprinkler design is not included in this proposal.
- K. Multi-phasing of construction project. That is, fee is based on design for completing of the project in one continuous sequence. The breakup of the project into several areas or phases will require additional fees to the base proposal fee identified herein.
- L. Our scope of services specifically excludes design associated with the installation of a Radio Signal Enhancement system.
- J. Reproduction is not included. Digitally signed and sealed plans will be provided for Building department review.

Fee Breakdown - Police Department 1st floor tenant buildout:

Mechanical, Plumbing, Electrical	
Design Development	\$ 7,560
Construction Documents	\$26,460
Permitting	\$ 2,140
Bidding	\$ 1,260
Construction Administration	\$ 8,960
Site Meetings (5 meetings @ \$560)	<u>\$ 2,800</u>

MEP – Tenant Buildout Total **Total \$ 49,180**

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

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www.gartek-engineering.com



Mechanical, Electrical,
Plumbing and Fire
Protection Engineers

June 18, 2021

Mr. Chris Zimmerman, AIA

Re: **Pembroke Pines Police Department Tenant Upgrade – R2**

Page 4 of 4

Work approved by you to be completed on an hourly basis will be charged at the following rates:

Principals	\$200.00/hr
Engineer	\$140.00/hr
CAD/Designer	\$ 80.00/hr
Clerical	\$ 50.00/hr

We have attempted to provide a well-defined scope to hold our fee to a minimum. If our proposal is acceptable, please return a signed copy authorizing us to proceed. A standard AIA Document can be executed to supplement this contractual agreement. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Gartek Engineering looks forward to working with you and the rest of the consultants on this project. Please contact me with any questions or comments.

Thank you for the opportunity to present this proposal. Kindly review it and let me know if I can help clarify any item.

Sincerely yours,

GARTEK ENGINEERING CORPORATION

Benjamin De Zayas, P.E LEED AP
Vice President Electrical Department

Authorization by **CPZ Architects, INC.** for Gartek
Engineering Corp., to provide the above engineering
services:

MFG:pcy

Signed: _____

Name: _____

Title: _____

Date: _____

Gartek Engineering Corporation

Miami-Dade County CBE, Broward County CBE, Florida DBE, M/WBE and SBE

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www.gartek-engineering.com



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at floridaleagueofcities.com/education-and-events/annual-conference.

If you have any questions on voting delegates, please call (850) 701-3616 or email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 28, 2021.

Attachments: Form Designating Voting Delegate



**95th Annual Conference
Florida League of Cities, Inc.
August 12-14, 2021
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: GEOFFREY JACOBS

Title: MAYOR

Municipality of: TOWN OF PEMBROKE PARK

AUTHORIZED BY:

GEOFFREY JACOBS
Name

MAYOR
Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: erussell@flcities.com

2 of 2



LOCAL VOICES MAKING LOCAL CHOICES



THE UNITED STATES
CONFERENCE OF MAYORS

Mayors

The Conference

Issues

Programs

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Meetings

News

Meetings

Upcoming Meetings

89th Annual Meeting

Austin, TX

September 1-4, 2021 (Wednesday-
Saturday)
(Open to All Mayors)

Registration will open Summer 2021

For more information:

Julia Weyland

jweyland@usmayors.org

202-861-6714

For sponsorship information:

Geri Powell

gpowell@usmayors.org

90th Winter Meeting

January 2022

(Open to All Mayors)

Registration will open late fall 2021

For more information:

Julia Weyland

jweyland@usmayors.org

202-861-6714

For sponsorship information:

Geri Powell

gpowell@usmayors.org



15321 S. Dixie Hwy Suite 201 • Palmetto Bay, FL 33157 • Phone: 305-331-7857

Myriam Jacques
Phone: 954-966-4600 ext. 200
Cell: 9542752350

3150 SW 52nd Avenue
Pembroke Park, FL 33023

Print-date: 6-17-2021

This quote is provided for the full scope as described below for the Design-Build construction delivery of the new Elevated Low Ceiling at Corridor.

Price Breakdown

Consulting

Group Price: \$7,087.50

Code	Price
Structural Engineering Consulting	\$4,777.50
MEP Engineering Consulting	\$2,310.00

Construction

Group Price: \$15,277.50

Code	Price
GC Quote	\$15,277.50

Overhead

Group Price: \$694.71

Code	Price
Overhead	\$694.71

Total Price: \$23,059.71

Scope of Work:

- 1- cut existing concrete beam up to 12" & install 2 new metal plates to reinforce the beam or any required details to reinforce
- 2- remove existing rectangular fiberglass A/C duct and install brand new in higher elevations

https://buildertrend.net/Leads/LeadProposalExternal.aspx?leadID=-VPf6zpOn7QeZyhi2_L31A&proposalID=H7MHcRKPUNE&openPrint=True

1/2

6/17/2021

Your Proposal

- 3- reroute ex. F/A conduit, wiring, and low voltage wires (if any)
- 4- cover upper part of the drywalls both side of the hallway, patch, and paint

This price includes general contractor overhead, structural engineering drawings, all demolition, remove construction trashes and deliver the job in broom clean condition.

Signature

Print Name:

Date:

*Only one proposal can be approved. Approving this will decline all other available proposals.



FL License # CGC 1511575

FDOT DBE
State of Florida MBE
Broward County CBE
Broward County Public Schools MBE
School District of Palm Beach County MBE, SBE
Miami-Dade County Public Schools MBE
LEED Accredited

Proposal (Budgetary)

To: Mr. Miguel Nunez (Building Official)
Town of Pembroke Park

Fr: Jason Bertram

Date: June 7th, 2021

Re: Town of Pembroke Park Low Ceiling Corridor

Sagoma Construction Services, Inc. proposes to provide construction services as per Owner's request from meeting held Friday June 4th with Owner and Engineer. This proposal includes but is not limited to, selective demolition, modification and raising existing main ductwork, rerouting electrical conduits and wires, rerouting fire alarm conduit and wires, minor concrete repair, drywall repairs and paint.

SCOPE OF WORK:

No.	COST SUMMARY	UNIT	QTY	UNIT COST	TOTAL
1	General Requirement - (15% Overhead & Profit)	LS	1	\$ 2,186.75	\$ 2,186.75
2	Onsite Supervision	MH	12	\$ 35.00	\$ 420.00
3	Direct Cost to perform added work	LS	1	\$ 14,543.25	\$ 14,543.25
TOTAL COST SUMMARY					\$ 17,150.00

No.	SUBCONTRACTOR COST	UNIT	QTY	UNIT COST	TOTAL
1	GC's cost for safety, setup and cleanup	LS	1	\$500.00	\$ 500.00
2	Demo / concrete cutting and removal	LS	1	\$1,313.25	\$ 1,313.25
3	Concrete restoration / Epoxy coating over exposed rebar	LS	1	\$850.00	\$ 850.00
4	Furnish and install metal plates and bolts	LS	1	\$2,150.00	\$ 2,150.00
5	Skim, patch, finish and paint walls at elevated ceiling	LS	1	\$2,650.00	\$ 2,650.00
6	Modification of existing ductwork	LS	1	\$3,000.00	\$ 3,000.00
7	Reroute existing F/A conduit and wiring	LS	1	\$380.00	\$ 380.00
8	Reroute existing low voltage wiring (Allowance)	LS	1	\$1,500.00	\$ 1,500.00
9	Reroute existing electrical conduit (Allowance)	LS	1	\$2,200.00	\$ 2,200.00
TOTAL SUBCONTRACTOR COST					\$ 14,543.25

Grand Total: \$ 17,150.00

EXCLUSIONS / CLARIFICATIONS:

1. Pricing is not based on Prevailing Wage.
2. Schedule is based on Two (2) weeks with One (1) mobilizations.
3. Dust control and protection is included.
4. Protection of existing walls and floors is included.
5. Working outside of normal working hours is excluded.
6. Concrete imaging (GPR) is excluded.
7. Material removed for Owner Salvage is excluded.
8. Storage of salvage items is excluded.
9. Hazardous material abatement is excluded.

10032 NW 46th Sunrise, Florida 33351 Ph: 954 636 8560 Fax: 800 905 1873

www.sagomacs.com

info@sagomacs.com



FL License # CGC 1511575

*FDOT DBE
State of Florida MBE
Broward County CBE
Broward County Public Schools MBE
School District of Palm Beach County MBE, SBE
Miami-Dade County Public Schools MBE
LEED Accredited*

10. All engineering cost is excluded.
11. Final design that deviates from what was discussed is excluded.
12. All shoring and structural support are excluded.
13. Any additional work resulting from unforeseen conditions is excluded.
14. All MEP Work not specifically mentioned in the scope above is excluded.
15. Permitting is excluded.
16. Any work not listed in the scope of work above is excluded.

Customer will convey to Sagoma all rights to, title to and interest in all building contents and/or salvageable materials

ACCEPTANCE OF PROPOSAL

Sagoma Construction Services Inc. is pleased to present this Proposal which, unless rescinded earlier, shall remain open for up to 30 days. The scope of work described above supersedes any and all prior communication about this Proposal. By accepting this Proposal, Customer understands that changes to the scope for any reason not controlled by Sagoma Construction may result in additional charges. Invoices for work completed shall be presented at least monthly and shall be due as noted in billing terms.

Client Signature: _____ Date: _____

SAGOMA CONSTRUCTION SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Jason Bertram", with a horizontal line extending to the right.

Jason Bertram
Project Engineer

File: Precon/Town of Pembroke Park (REV)

10032 NW 46th Sunrise, Florida 33351 Ph: 954 636 8560 Fax: 800 905 1873

www.sagomacs.com

info@sagomacs.com



QUIK CUT CONCRETE CUTTING
800 NE 45TH ST, SUITE C
FORT LAUDERDALE FL 33334
954-776-5188 1-800-680-8404
FAX 954-776-4775 quikcut@bellsouth.net
CGC1517645 www.quikcutconcrete.com

ESTIMATE

DATE	ESTIMATE #
6/7/2021	60722

KENNY

OFFICE USE ONLY:

RECEIVED:

START DATE:

SQ FT VER:

YARDS:

CUSTOMER

SAGOMA CONSTRUCTION

WORK TO BE PERFORMED AT:

OFFICE

3150 SW 52 AVE

PEMBROKE PARK FL

DESCRIPTION OF WORK

CUT OUT SECTION FROM BEAM 4'x18"x8" THK

INCLUDES SECOND MAN TO WET VAC & ASSIST & (1) TIER BAKER SCAFFOLD

\$ 1,275.00

3% FUEL CHARGE

\$ 38.25

CUSTOMER MUST ADVISE OF DISCREPANCIES BETWEEN PLANS OR SCOPE DESCRIBED AND THIS ESTIMATE
DOES NOT INCLUDE PERMITS, ENGINEERING, SOIL TEST & TREATMENT, CONCRETE TESTING, OR INSPECTION
ISSUES OR SCHEDULING. UNLESS INDICATED, PRICES APPLY WHEN ALL WORK DONE IN (1) MOVE IN.
PRICE IS FOR WORK DONE MON - FRI, 7 AM - 5 PM

PAYMENT TERMS:

PRESSURE CLEAN UP IS CUSTOMER'S RESPONSIBILITY. NO GUARANTEES MADE ABOUT JOB DURATION.

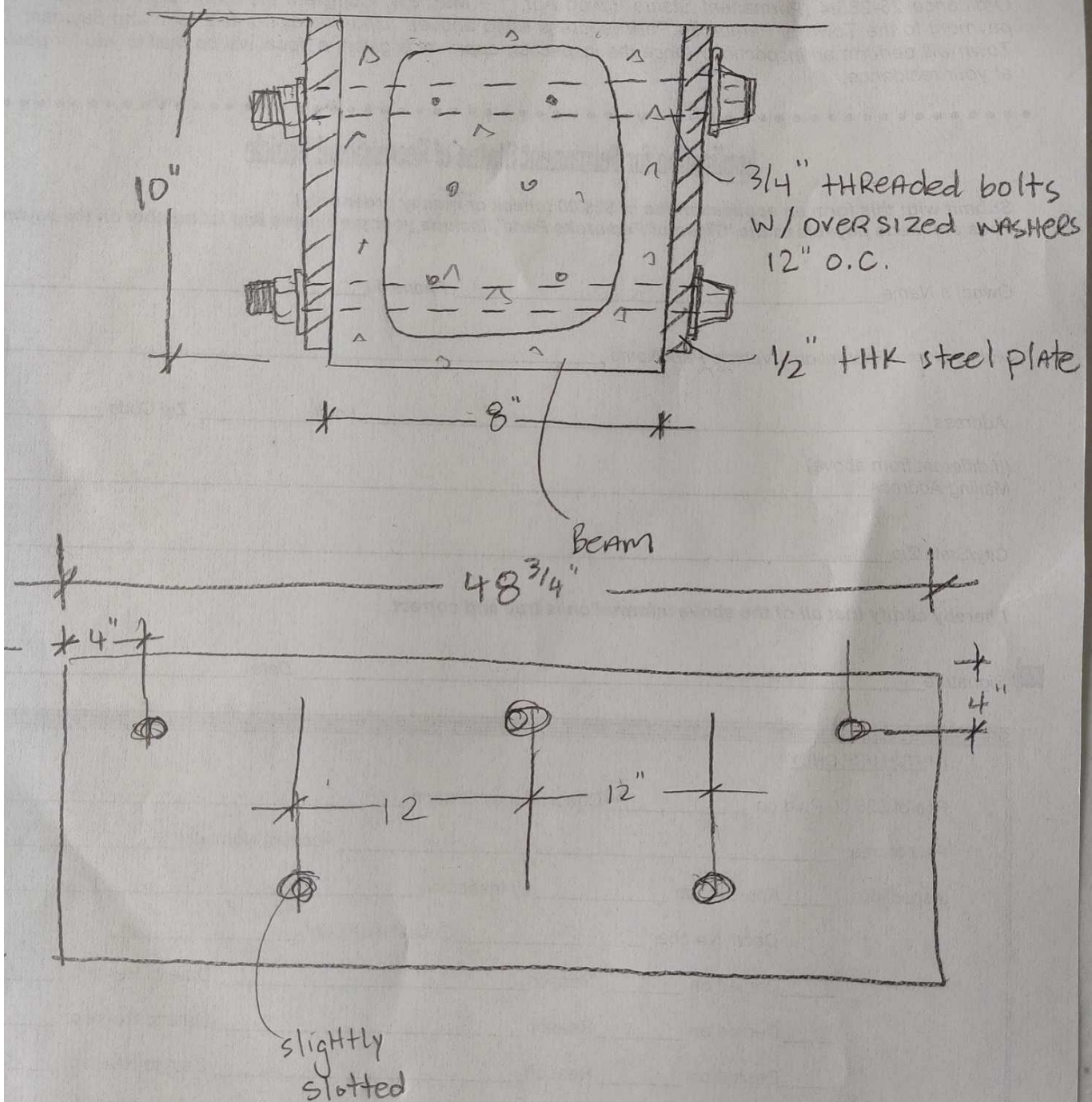
PLEASE READ MESSAGES BELOW, SIGN & DATE TO ACCEPT, & SEND BACK:

Signature ►

TOTAL: \$ 1,313.25

PRICES SUBJECT TO CHANGE IF CONDITIONS ON JOB VARY FROM QUOTE. QUOTE VALID FOR 30 DAYS.
CUSTOMER IS RESPONSIBLE FOR PERMITS & LAYOUT PRIOR TO QC ARRIVAL UNLESS OTHERWISE NOTED. QUIK CUT IS NOT RESPONSIBLE FOR BURIED UTILITIES OR SAFETY PROTECTION OF JOB SITE. WATER IS USED: CUSTOMER MUST PROTECT AREA AS NEEDED. STANDBY TIME THROUGH NO FAULT OF QUIK CUT WILL BE BILLED AT \$125/HR. ALL JOB RELATED ISSUES SHOULD BE COMMUNICATED TO QUIK CUT OFFICE, AND NOT TO OPERATOR ON SITE. IF WORK IS NOT PAID FOR WITHIN 30 DAYS OF BILLING DATE, CUSTOMER AGREES TO PAY FINANCE CHARGES OF 1.5% PER MONTH. IF ACTION OR SUIT IS BROUGHT BY QUIK CUT TO COLLECT UNPAID BILLS, CUSTOMER AGREES TO PAY ALL COSTS INCLUDING REASONABLE ATTORNEY'S FEES. BY ALLOWING US ON JOBSITE, CUSTOMER AGREES THAT QUIK CUT'S INSURANCE COVERAGES ARE ACCEPTABLE. CUSTOMER'S OWN CONTRACT, IF CUSTOMER REQUIRES, MUST BE PROVIDED TO QUIK CUT FOR APPROVAL BEFORE START OF JOB. QUIK CUT IS NOT RESPONSIBLE FOR ANY AIR TESTING FOR SILICA OR OTHER REASONS. QUIK CUT WILL REMOVE ANY TRASH PLACED IN CONCRETE DUMPSTERS QUIK CUT IS NOT RESPONSIBLE FOR TAKING PHOTOS. THIS ESTIMATE BECOMES THE CONTRACT IF NONE PROVIDED.

SCS UNDERSTANDING FROM MEETING



NO ENGINEERED DRAWINGS PROVIDED.



Master Fabricators Inc.
10325 SW 111 ST
miami, FL 33176
+1 7865377440
Bianca@MasterFabricatorsInc.com

Proposal

ADDRESS

Jason Bertram
Sagoma Construction Services, Inc
10032 NW 46th Street
Sunrise, FL 33351

PROPOSAL # 2010

DATE 06/07/2021

EXPIRATION DATE 06/11/2021

P.O. NUMBER

Plates - Pembroke Park

DESCRIPTION	AMOUNT
Fabricate & install, as per attached PDF: Primed steel as follows: * Plates 1/2" x 10 = 48-3/4" Long (Quantity - 2 pcs) with 3/4" threaded rods, with washers & nuts. Lead time: 3-5 days from deposit date.	2,150.00
Initial Payment: 50% due upon acceptance of proposal Final Payment: 50% due on Installation day	0.00

- Price subject to change upon review of final engineered shop drawings.

- Excludes engineering calculations and shop drawings.

- Demolition not included.

- Excludes any concrete work, unless otherwise noted.

TOTAL

\$2,150.00

All proper payments and charges due Master Fabricators, Inc. shall bear interest in the highest legal rate if not promptly paid within ten (10) days after same became due. Master Fabricators, Inc. shall be further entitled to recover all costs of collection and reasonable attorney's fees if this matter is turned over to an attorney for collection or in the event of any litigation (including appeals) involving the enforcement of interpretation of this agreement.

Accepted By

Accepted Date

Air Zone Systems LLC
7546 W, Mc Nab Rd, Sute B26
North Lauderdale, FL 33068
PH : 954-720-1114. 954-347-4042.

Page No. 1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO Sagoma Costruction Services		TODAY'S DATE 06/07/2021	DATE OF PLANS/PAGE #'S 06/07/2021
PHONE NUMBER 9546167936	FAX NUMBER	JOB NAME Remove & Replace Duct Work	
ADDRESS, CITY, STATE, ZIP 10032 NW 46th St, Sunrise FL 33351		JOB LOCATION 3150 SW 52nd Ave, Pembroke Park, FL 33023	

We propose hereby to furnish material and labor necessary for the completion of:

To Remove Existing Fiberglass Rectunglar Duct and Replace with New Fiberglass Rectunglar Duct
The Duct Work are Located in the Hallway Only and will connected to the existing branch duct work
The Size of Existing Duct : 43" X 13" ID.
The Size of New Duct : 36" X 15" ID.
Duct approximately 25' - 30'
Install (2) New 24" X 24" Perf Grills with 8" Flex Duct and fittings.

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:	
<u>Three Thousand Dollars</u>	dollars (\$ <u>3000.00</u>)
Payment as follows: _____	
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.	
Authorized Signature _____	Note: this proposal may be withdrawn by us if not accepted within <u>20</u> days.
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Signature _____	Signature _____
Date of Acceptance _____	_____



Port. FED18-000056 Sys. FED18-000057

From **CITY FIRE, INC.**
5708 SW 25TH STREET
HOLLYWOOD FL 33023-4011
954-987-1338

Quote No. **1736313**
Type Repair
Prepared By KELLY KRUIZENGA
Created On 06/07/2021
Valid Until 06/30/2021

Quote For **TOWN OF PEMBROKE PARK**
3150 SW 52ND AVENUE
PEMBROKE PARK FL 33023
954-966-4600

Description of Work

FIRE ALARM CONDUIT REPAIR DUE TO AC WORK DURING RENOVATION

- Please read the narratives in this quote. There may be additional details and fees to consider beyond the pricing on this quote.

This quote is to re-route fire alarm conduit to make way for air conditioning duct work that is to move. It is necessary to make this change so that there will be no fire alarm wiring and/or conduit on the concrete that is being cut.

- Labor
- Conduit box
- Fittings
- Misc. materials
- Wire
- All work is above ceiling

TERMS

Balance due at time of completion

Additional notes/exclusions

City Fire is not responsible for any drywall repairs, patching or painting. We do make an effort to be as careful as possible to avoid any unnecessary repairs. If there is any digging, chipping, hammering, excavating or trenching. We will backfill. We will not repair, grow or replace grass, bushes or landscaping unless specified in this quote.

Ceiling tiles may be effected and will need replacement. City Fire is not responsible for ceiling tile replacements.

- An approved change order will be needed if there are requests beyond this quote. Additionally, This quote is itemized and if the item in question is not on this quote, it is not covered. Work may stop until change order is approved.
- Job site conditions or unforeseen building issues could effect this quote pricing. The local Fire department may request changes or additional devices to be added. If so, additional charges may apply.
- City Fire Inc. is not a licensed mechanical contractor. We do not perform any mechanical / air condition work. Including installation of any new duct smoke detectors, new sample tubes or new ac shut down wiring. We also will not connect any wiring or devices to any air handlers or any associated air condition components / control panels/boards. If such work is required, please contact a Licensed mechanical contractor. City Fire will not assume any responsibility for any issues related to the air condition systems.

WARRANTY COVERAGE

The period of warranty is 1 year from the city acceptance date/project end date. EXCLUSIONS: City Fire Inc. will not have any liability or obligation under this limited warranty, in case of, 1. Any defect caused by misuse or abuse of the product. 2. Damage caused by natural disasters. 3. Damage caused by unauthorized modification.

SERVICE CALLS

Weekdays: Monday through Friday, 8am-5pm; \$95.00+tax per hour

After hours: Monday through Friday, 5pm-9pm \$142.50+tax, 9pm-8am, Weekends and Holidays.\$190.00+tax per hour.

Services to be completed

[Alarm Systems] Location - Building

FIRE ALARM REPAIR

Parts, labor, and fees	Quantity	Unit Price	Total
LABOR RATE, FIRE ALARM, REGULAR	4	\$95.00	\$380.00
GRAND TOTAL			\$380.00

By my signature below, I authorize work to begin and agree to pay the Grand Total.

Name: _____ Date: _____

Signature: _____



TOWN OF PEMBROKE PARK
 Building Department New Office Renovations
 CIP-20-08

Date	Type		Description	Vendor	Cost		Payment Request
	Code	Number			Added	Deduct	
	Budget		Original Budget	Sag	\$188,500.00		
2/5/2021	AFP	001	Application for Payment #001 (Mobilization)	Sag			\$34,632.00
3/9/2021	AFP	002	Application for Payment #002R	Sag			\$59,085.00
2/19/2021	PCO	1	Selection of Alternates (New ceiling grid and tile)	Sag	\$13,300.00		
3/7/2021	PCO	3	Additional Doors	Sag	\$3,400.00		
3/7/2021	PCO	4	Main Lobby Flooring	Sag	\$14,300.00		
3/7/2021	PCO	6	Additional Drywall	Sag	\$2,070.00		
3/7/2021	PCO	7	Additional Floor Repairs	Sag	\$1,460.00		
3/7/2021	PCO	8	Additional Electrical Low Voltage	Sag	\$5,950.00		
3/7/2021	PCO	9	Light fixtures revisions	Sag		\$1,558.00	
3/7/2021	PCO	10	Millwork Revisions	Sag		\$2,000.00	
4/6/2021	AFP	003	Application for Payment #003	Sag			\$55,404.00
4/1/2021		12	Deletion of Modular Cubicle	Sag		\$2,500.00	
4/6/2021	AFP	004R	Application for Payment #004R	Sag			\$57,069.00
3/22/2021	PCO	2	Electrical Panel Upgrades	Sag	\$10,350.00		
3/22/2021	PCO	5	Mechanical Revisions	Sag	\$1,140.00		
3/31/2021	PCO	11	New Frameless Door and Corridor Door	Sag	\$12,980.00		
5/6/2021	PCO	13a	Curve Glass	Sag		\$10,103.00	
4/6/2021	AFP	005	Application for Payment #005	Sag			\$34,065.00
3/22/2021	PCO	14	Added Counter Laminate	Sag	\$1,645.00		
3/22/2021	PCO	16	Main Lobby and Expanded Work	Sag	\$31,300.00		
			Subtotals		\$286,395.00	\$16,161.00	
			TOTALS:		Cost UTD -		Payments (Does not include retainage of \$24,025.00)
					Deductions		
					\$270,234.00		\$240,255.00

Legend:

PCO Partial Change Order
 AFP Application for Payment
 Sag Sagoma Construction Services, Inc.

6/6/2021

AGENDA ITEM REPORT



To: Town Commission
Subject: Appointment of Planning and Zoning Board Member
Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021
Department: Planning and Zoning
Staff Contact: Heidi Siegel, Town Planner

BACKGROUND INFORMATION:

Town Code of Ordinances Sec. 28-401(a) states that the the Planning and Zoning Board (PZB) shall consist of five (5) individuals who are residents of the Town over the age of eighteen (18) years. The board members shall be appointed by resolution of the Town Commission.

Due to recent resignations and appointment of PZB members to the Charter Review Committee, the PZB has two active members. Additionally, the Town Planner has been working with potential applicants on submittals that will require PZB review.

The Town has has received an application from resident Shauniel Brown.

Staff is requesting that the Town Commission appoint Shauniel Brown to the PZB.

POLICY IMPLICATIONS:

The Planning and Zoning Board is an integral part of the Town's governance and is required for future development to take place.

RECOMMENDATION:

Town Commission to appoint members to the Planning and Zoning Board

ATTACHMENTS:

[Shauniel Brown PZB Application](#)



**TOWN OF PEMBROKE PARK
APPLICATION FOR ADVISORY BOARD APPOINTMENT**

Your Service to our Town is Earnestly Solicited

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Pembroke Park. Residents are cordially invited to apply for appointment by the Town Commission to a Town Board.

Applications are valid for three (3) years.

Please check Boards/Committees for which you wish to be considered:

- | | | |
|--|--|---|
| ☐ Art and Cultural Board | ☐ Code Enforcement Board* | ☐ School Advisory Board |
| ☐ Beautification Advisory Board | ☐ Historic Preservation Board | ☐ Unsafe Structures Board* |
| ☐ Board of Adjustment* | ☒ Planning and Zoning Board* | ☐ Local Government Academy (Eight week course) |
| ☐ Civil Service Board | ☐ Police/Fire Pension Board* | |

Application is for: ☐ New Appointment ☐ Re-submission ☐ If you currently serve on a Board, please state which Board _____

* Per Section 112.317 Florida Statutes, Members of Some Boards are required to file a Financial Disclosure Report.

Please type or print information.

PERSONAL:

Name: Shauniel Brown E-Mail Address: Shaunielb2011@icloud.com

Residential Address: 3475 SW 52 AVE Oakland Park, Zip: 33023 Telephone Number: _____

Business Number: (N/A) Cell Number: (305)-389-0469

(You must use your Pembroke Park home address on this application.) Voting Precinct Number: _____

EDUCATION:

Name of High School: Dr. Michael Krop. Sr. High Location: Miami Dade - Florida

College (if applicable): Florida International University Location: Miami - Florida

Years Completed: 4 Degree: Master of Business Administration Field of Study: HealthCare Administration

Other professional or technical training (Name of school, course name, etc.): _____

EMPLOYMENT:

Current or last employer: HealthCare District of Palm Beach County Address: 1515 N Flagler Dr. West Palm Beach Florida 33401

Position: Risk Manager Years of Service: 2

Duties: Formulate and implement policies and procedures for staff and patient safety and assure that all controls operate effectively in addition to presenting Risk Data to the Board of Commissioners quarterly.

OTHER QUALIFICATIONS: Lean Six Sigma Green Belt Certification

MEMBERSHIPS: Pembroke Park Organization(s) Years in Membership Office Held (if any)

Outside City

ACKNOWLEDGMENT (Check Below):

☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.

☒ I understand that appointment to any of the positions indicated above is a voluntary service.

☒ If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.

☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.

☒ I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

☒ I understand that I may sit on only one Commission appointed board.

[Signature]
Signature of Applicant

6/22/2021
Date

Please Completely Fill Out & Return this Application to the City Clerk's Office for Processing, Town of Pembroke Park · 3150 SW 52 Avenue · Pembroke Park, FL 33023 · (954)966-4600 ext 235 . Email to: townclerk@townofpembrokepark.com
Applications will be valid for a period of three years

AGENDA ITEM REPORT



To: Town Commission
Subject: Preserve ADA Restroom Change Order Requests 1-3 (\$28,446.25)
Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021
Department: Public Works
Staff Contact: Myriam Jacques, Interim Public Services Director

BACKGROUND INFORMATION:

The ADA Restrooms building was moved 200 feet away from the original location to comply with the zoning code to allow 25 feet setback from the fence.

FINANCIAL IMPACT:

None. Change order is for \$28,446.25, and Town had allocated \$43,932 for this project. The change order is being requested to install additional sewer, electrical, and water utility pipe runs because of the building relocation. The pipes will run from the new building location to the sanitary lift station at the Lake Forest Elementary School.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Request for approval to proceed with change order and accept additional cost

ALTERNATIVES:

None

ATTACHMENTS:

[45th Year CDBG ADA Restrooms - ACT Change Orders 1-3](#)

45th Year CDBG ADA Restrooms
A.T.C. Change Order (001, 002, 003)

CO-003 Concrete Walkway & Electrical		CO-002 Additional 4" PVC Sewer Lateral		CO-001 Water line Service		Grand Total CO-001 thru 003	
Previous	Revised	Previous	Revised	Previous	Revised	Previous	Revised
\$11,810.15	\$8,816.98	\$8,318.71	\$7,586.70	\$19,276.98	\$12,042.57	\$39,405.84	\$28,446.25

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 003

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**

Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

Description:

Based on Page P-1 of revised drawings dated 06/25/2021 by Daniel Ortiz.

Installation of 1,000 LF of 1-1/4" water supply line.

Remove and dispose grass and topsoil layer and excavate trench approximately 2-FT deep necessary to perform the installation of 1-1/4" PVC Waterline. Backfill trench and restore with sod.

Saw cut existing concrete slab next to the two story Preserve Park Building. Excavate and connect new proposed 1-1/4" PVC to existing waterline service, including all adaptors necessary. Patch area of concrete that was removed with 2,500 psi compressive strength concrete. Install the remaining 960 LF of PVC water line for connection to the new proposed ADA Restrooms and Gazebo.

Disinfection shall be conducted in accordance with AWWA C651-14, prior connecting the new proposed PVC waterline to the existing water service point.

MATERIAL BREAKDOWN

Description	Qty	Unit	Rate	Total Material
Provided by Owner- 1,000 LF of 1 1/4" diameter schedule 40 PVC Pipe	0.00	N/A	0.00	0.00
Replacement of Grass	1.00	580.00	580.00	580.00
				0.00
				0.00
				0.00
				0.00
Subtotal				580.00
Tax				0.00
Total Material Cost				580.00
OH & P (10%)	580.00			58.00
GRAND TOTAL MATERIAL COST				638.00

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 003

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**
Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

LABOR BREAKDOWN

Description	Qty	Unit	Rate	Total Labor
Backhoe Operator	32.00	Hour	30.00	960.00
Plumber	40.00	Hour	28.00	1,120.00
Plumber Helper	40.00	Hour	24.00	960.00
General Labor	40.00	Hour	18.00	720.00
Subtotal				3,760.00
33.33% Labor Burden				1,253.21
Total Labor Cost				5,013.21
OH & P (10%)	5,013.21			501.32
GRAND TOTAL LABOR COST				5,514.53

EQUIPMENT BREAKDOWN

Description	Qty	Unit	Rate	Total Equipment
Backhoe 70-97HP 4 WD	1.00	Week	935.18	935.18
Delivery & Pick Up Equipments	1.00	N/A	600.00	600.00
Subtotal				1,535.18
Total Equipment Cost				1,535.18
OH & P (10%)	1,535.18			153.52
GRAND TOTAL EQUIPMENT COST				1,688.70

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 003

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**

Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

PROFESSIONAL/SERVICES COST

Description	Qty	Unit	Rate	Total Professional/ Services
	0.00		0.00	0.00
Subtotal				0.00
OH & P (10%)	0.00			0.00
GRAND TOTAL PROFESSIONAL/SERVICES COST				0.00

SUBCONTRACTOR OH&P

9757.52 LS

0.10

975.75

SUB TOTAL				\$8,816.98
------------------	--	--	--	-------------------

	0%			\$0.00
	0%			\$0.00

TOTAL COST				\$8,816.98
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CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 002

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**
Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

Description:

Original Drawings prepared by Daniel Ortiz PE dated 03/15/2021 vs Revised Drawings dated 06/25/2021
Owner requesting an additional 61 LF of C-900 GJ Green Pipe Sewer Lateral to reach the original point of connection to the lift station.

MATERIAL BREAKDOWN

Description	Qty	Unit	Rate	Total Material
DR18GPP- 4 C-900 DR 18 PVC GJ Green Pipe	80.00	LF	6.57	525.60
M274007- 4 PVC SWR CIOD BXBWB WYE	2.00	Each	206.39	412.78
MUL274016- 4 45 PVC ELL COID SWR DR18 BxB	2.00	Each	159.40	318.80
MUL073824- 4 PVC CL150- C900 HUB CO	2.00	Each	47.25	94.50
MUL040492- 4 PVC SWR REC THRD CO Plug	2.00	Each	13.76	27.52
U7621FE- R&C Rev H/Hole S CVR	2.00	Each	127.27	254.54
M274046- 4 PVC CAP CIOD SWR GSKT	2.00	Each	47.08	94.16
Subtotal				1,727.90
Total Material Cost				1,727.90
OH & P (10%)	1,727.90			172.79
GRAND TOTAL MATERIAL COST				1,900.69

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 002

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**
Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

LABOR BREAKDOWN

Description	Qty	Unit	Rate	Total Labor
Backhoe Operator	24.00	Hour	30.00	720.00
Pipe Setter	24.00	Hour	28.00	672.00
Pipe Setter Helper	24.00	Hour	20.00	480.00
General Labor	24.00	Hour	18.00	432.00
Subtotal				2,304.00
33.33% Labor Burden				767.92
Total Labor Cost				3,071.92
OH & P (10%)	3,071.92			307.19
GRAND TOTAL LABOR COST				3,379.12

EQUIPMENT BREAKDOWN

Description	Qty	Unit	Rate	Total Equipment
Backhoe 70-97HP 4 WD	1.00	Week	935.18	935.18
Dump Truck Dispose of Debris & Fill	2.00	Load	267.50	535.00
Subtotal				1,470.18
Total Equipment Cost				1,470.18
OH & P (10%)	1,470.18			147.02
GRAND TOTAL EQUIPMENT COST				1,617.20

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 002

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**

Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

PROFESSIONAL/SERVICES COST

Description	Qty	Unit	Rate	Total Professional/ Services
	0.00		0.00	0.00
Subtotal				0.00
OH & P (10%)	0.00			0.00
GRAND TOTAL PROFESSIONAL/SERVICES COST				0.00

SUBCONTRACTOR OH&P

6,897.00 LS

0.10

689.70

SUB TOTAL				\$7,586.70
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	0%			\$0.00
	0%			\$0.00

TOTAL COST				\$7,586.70
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CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 001

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**
Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

Description:

Owner request to relocate the original position of ADA building, 100 lf to the North per the plans. Original Drawings sheet 2 of 2 by Daniel Ortiz date 03/15/2021, revision date 06/25/2021.

Provide 42' LF x 8'0" wide 4" thick concrete walkway connecting the existing asphalt walk patch to the new ADA bathroom Building.

Provide 39.19 LF x 6'0" wide x 4" thick concrete walkway traveling North East from the new ADA Bathroom Building to the existing concrete slab.

Scope of Work

- Provide Labor and Equipment to excavate + 8" of unsuitable soil including surface grass and dispose.
- Provide 4" of Lime Rock base and compact to 98%.
- Install wood form along with 6" x 6" welded wire mesh.
- Pour concrete 3,000 PSI and broom finish with scoring lines every 5'-0".
- Strip form and refinish existing grass areas along both edges of walkway.

MATERIAL BREAKDOWN

Should be 4" and
therefore less quantity

Description	Qty	Unit	Rate	Total Material
Provide 570 sq ft of 4" thick concrete walk ways -3,000 PSI Concrete - 7	7.00	CY	128.40	898.80
Lime Rock base 6"	20.00	Ton	23.54	470.80
Subtotal				1,369.60
Total Material Cost				1,369.60
OH & P (20%)	1,369.60			273.92
GRAND TOTAL MATERIAL COST				1,643.52

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 001

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**

Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

LABOR BREAKDOWN

Description	Qty	Unit	Rate	Total Labor
Roller Compactor Operator	16.00	Hour	30.00	480.00
Backhoe Operator	24.00	Hour	30.00	720.00
Mini Excavator Operator	16.00	Hour	30.00	480.00
Carpenter	40.00	Hour	23.00	920.00
Carpenter Helper	40.00	Hour	20.00	800.00
General Labor	40.00	Hour	18.00	720.00
Subtotal				4,120.00
33.33% Labor Burden				1,373.20
Total Labor Cost				5,493.20
OH & P (20%)	5,493.20			1,098.64
GRAND TOTAL LABOR COST				6,591.84

EQUIPMENT BREAKDOWN

Description	Qty	Unit	Rate	Total Equipment
Backhoe 70-97HP 4 WD	1.00	Week	935.18	935.18
Dump Truck Dispose of Debris & Fill	1.00	N/A	1337.50	1,337.50
Subtotal				2,272.68
Total Equipment Cost				2,272.68
OH & P (20%)	2,272.68			454.54
GRAND TOTAL EQUIPMENT COST				2,727.22

CONTRACTOR COR DETAILED BREAKDOWN

Date: 6/30/2021

COR No. 001

From:

Vendor: **A. C. T. Services, Inc.**
Contact: Alfred Quero
Address: 6157 N. W. 167th Street - Unit F-1
Hialeah, FL 33015

To: **Town of Pembroke Park**

Attention: Daniel (Dan) Ortiz, P.E.
Address: 3150 SW 52nd Ave
Pembroke Park, FL 33023

Project Name:

Pembroke Park Preserve ADA Restroom

Project No.: **ITB No. 21-01 Extended**

PROFESSIONAL/SERVICES COST

Description	Qty	Unit	Rate	Total Professional/ Services
Viet Bach Nguyen, PE - Omission of Point of connection for the Main Feeder Panel & Main Disconnecter	1.00	LS	900.00	900.00
Subtotal				900.00
OH & P (20%)	900.00			180.00
GRAND TOTAL PROFESSIONAL/SERVICES COST				1,080.00

SUBCONTRACTOR OH&P

0 LS

0.00

0.00

SUB TOTAL				\$12,042.57
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	0%			\$0.00
	0%			\$0.00

TOTAL COST				\$12,042.57
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AGENDA ITEM REPORT



To: Commission
Subject: Financing For Police Department
Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Finance Department was given the task is securing financing from a lender to help with the formation of the Pembroke Park police department. We reached out to multiple lenders and have been approved by Synovus Bank.

FINANCIAL IMPACT:

The loan is not to exceed \$2.5 million dollars. Term of Loan is 10 years @ 1.96%. The proposed payment schedule is approximately \$23K per month totaling\$275K per year.

RECOMMENDATION:

The Finance Department is recommending the Commission to approve the proposed Term Sheet from Synovus Bank for financing the establishment of the Police Department.

ATTACHMENTS:

[10 yr term sheet](#)
[10 Year Amort Example Monthly Pay](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jun 15 2021
Melissa Anderson, Town Attorney	Approved - Jun 16 2021
JC Jimenez, Town Manager	Approved - Jun 24 2021
Marlen Martell, Town Clerk	Approved - Jun 24 2021



June 10, 2021

Harry Taubenfeld
Budget and Finance Director
Town of Pembroke Park, Florida
3150 SW 52nd Avenue
Pembroke Park, FL 33023

RE: Town of Pembroke Park, FL, \$2,500,000 Non-Ad Valorem Revenue Note, Series 2021

Synovus Bank ("Bank" and/or "Synovus") is pleased to consider a financing arrangement (the "Facility") for the Pembroke Park, Florida (the "Town"), the basic terms and conditions of which are set forth below.

Borrower: Town of Pembroke Park, Florida (the "Town")

Facility: Bank-Qualified Tax Exempt Term Note

Amount: Not to exceed \$2,500,000

Purpose: The proceeds of the Note will be used by the Town to acquire certain equipment and vehicles along with the buildout of space for a newly created public safety division, and to pay the costs of issuance.

Collateral: The Note shall be secured by the Town's covenant to budget and appropriate legally available non-ad valorem revenues.

Term: The term of the Note shall be 10 years from the date of closing.

Repayment: Monthly principal and interest payments. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Interest Rate: The interest rate will be fixed at 1.96 percent. This rate will be held until July 15, 2021. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will include 79 percent of the then prevailing Ten (10) Year Treasury Constant Maturity plus 75 basis points with a floor of 1.96 percent. The Treasury Constant Maturity will be as published by the Federal Reserve. (<http://www.federalreserve.gov/releases/h15/update/>)

Pre-payment: The Note can be prepaid at a premium of 102% any time prior to the third anniversary of the closing date and at par thereafter.

Fees: The Town's counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Town agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with

proceeds of the Loan. Legal costs shall be capped at no more than \$7,500. The Bank's legal counsel for proposed transaction will be Greenspoon Marder Law.

Covenants: For so long as any of the principal amount of or interest on the proposed Bond is outstanding or any duty or obligation of the Town contemplated under the proposed Note remains unpaid or unperformed, the Town covenants to the Bank as follows:

- 1) *Payment* – the Town shall pay the principal of and interest on the proposed Note at the time and place and in the manner provided in the Note.
- 2) *Use of Proceeds* – proceeds from the Note will only be used as defined above in the *Purpose*.
- 3) *Notice of Defaults* – the Town shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto.
- 4) *Records* – the Town agrees that any and all records of the Town shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Town.
- 5) *Maintain Existence* – The Town will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and shall not voluntarily dissolve.
- 6) *Insurance* – The Town shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Town and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) *Comply with Laws* – the Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
- 8) *Books and Records* – Books and records of the Town shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.
- 9) *Financial Reporting* – The Town will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2021, and shall furnish such financial audit to the Bank within 210 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits.
- 10) The Town shall provide within 45 days of adoption, a copy of the annual budget.
- 11) The Town agrees to relocate its banking relationship to the Bank no later than December 31, 2021.

Anti-Dilution

Test: The Town may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if (i) the total amount of Available Non-Ad Valorem Revenues for the prior fiscal year were at least 1.25 times the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Town's most recent audited financial statements and the debt proposed to be incurred) to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources (notwithstanding anything herein to the contrary, for

purposes of the calculation, Debt shall not include any indebtedness the debt service on which is reasonably expected to be paid from sources other than Non-Ad Valorem Revenues), and (ii) projected maximum annual debt service requirements for all debt secured by and/or payable solely from such Non-Ad Valorem Revenues will not exceed 20% of General Fund revenues, exclusive of (a) ad valorem revenues restricted to payment of debt service on any debt and (b) any debt proceeds, and based on the Town's audited financial statements (average of actual receipts of the prior two fiscal years).

*Events of
Default:*

An "Event of Default" shall be deemed to have occurred under the Note if:

1. The Town shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise; or
2. The Town shall default in the performance of or compliance with any term or covenant contained in the Note Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Town by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
3. any representation or warranty made in writing by or on behalf of the Town in any Note Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
4. the Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
5. the Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
6. the Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
7. failure by the Town promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations.

Default Rate: The "default rate of interest" shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the Monetary Default or the maximum legal interest rate. The default rate of interest shall only apply for interest during the period between when the Monetary Default occurs and when it is cured by the Town.

*Interest Rate
Adjustments:*

In the event the interest on the Note becomes subject to federal income tax in any period **due to actions or inactions** of the Town, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the current tax-exempt rate by 1 minus the maximum federal corporate tax rate. In addition, the Town shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

If the Note shall be determined not to be a "bank qualified obligation," the interest rate shall increase to the rate that shall provide the Bank with the same after tax yield that the Bank would have otherwise received had such determination not occurred, taking into account the increased taxable income of the Bank as a result.

*Conditions of
Lending:*

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

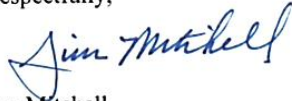
- a) Documents are and shall be true and correct to the best of the Town's knowledge at the time of closing.
- b) On the closing date the Town shall be in compliance with all the terms and provisions set forth in the Note Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) Prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank; the opinion of bond counsel to the Town, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and Note, the Town's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and the due creation and existence of the Town and to the effect that the interest on the Note is excluded from gross income for federal income tax purposes and is Bank Qualified.
- d) No material and adverse changes shall have occurred in the financial condition of the Town.
- e) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of
Jury Trial:*

Town and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Note document executed in connection herewith or any other matter arising from the relationship between Bank and Town.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate contacting either of us at the numbers listed below.

Respectfully,



Jim Mitchell
Sr. Director, Government Solutions Group
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

Agreed to and accepted this ____ day of _____, 2021.

BORROWER: Town of Pembroke Park, Florida

Signature: _____

Name: _____

Title: _____

10-Year Amortization/Monthly Payment

Period	Balance	Interest	Principal	Total
\$ 2,500,000.00				
1	\$ 2,500,000.00	\$ 4,083.33	\$ 18,875.28	\$ 22,958.61
2	\$ 2,481,124.72	\$ 4,052.50	\$ 18,906.11	\$ 22,958.61
3	\$ 2,462,218.62	\$ 4,021.62	\$ 18,936.99	\$ 22,958.61
4	\$ 2,443,281.63	\$ 3,990.69	\$ 18,967.92	\$ 22,958.61
5	\$ 2,424,313.71	\$ 3,959.71	\$ 18,998.90	\$ 22,958.61
6	\$ 2,405,314.82	\$ 3,928.68	\$ 19,029.93	\$ 22,958.61
7	\$ 2,386,284.89	\$ 3,897.60	\$ 19,061.01	\$ 22,958.61
8	\$ 2,367,223.88	\$ 3,866.47	\$ 19,092.14	\$ 22,958.61
9	\$ 2,348,131.73	\$ 3,835.28	\$ 19,123.33	\$ 22,958.61
10	\$ 2,329,008.40	\$ 3,804.05	\$ 19,154.56	\$ 22,958.61
11	\$ 2,309,853.84	\$ 3,772.76	\$ 19,185.85	\$ 22,958.61
12	\$ 2,290,667.99	\$ 3,741.42	\$ 19,217.19	\$ 22,958.61
13	\$ 2,271,450.81	\$ 3,710.04	\$ 19,248.57	\$ 22,958.61
14	\$ 2,252,202.23	\$ 3,678.60	\$ 19,280.01	\$ 22,958.61
15	\$ 2,232,922.22	\$ 3,647.11	\$ 19,311.50	\$ 22,958.61
16	\$ 2,213,610.72	\$ 3,615.56	\$ 19,343.05	\$ 22,958.61
17	\$ 2,194,267.67	\$ 3,583.97	\$ 19,374.64	\$ 22,958.61
18	\$ 2,174,893.03	\$ 3,552.33	\$ 19,406.28	\$ 22,958.61
19	\$ 2,155,486.75	\$ 3,520.63	\$ 19,437.98	\$ 22,958.61
20	\$ 2,136,048.76	\$ 3,488.88	\$ 19,469.73	\$ 22,958.61
21	\$ 2,116,579.03	\$ 3,457.08	\$ 19,501.53	\$ 22,958.61
22	\$ 2,097,077.50	\$ 3,425.23	\$ 19,533.38	\$ 22,958.61
23	\$ 2,077,544.12	\$ 3,393.32	\$ 19,565.29	\$ 22,958.61
24	\$ 2,057,978.83	\$ 3,361.37	\$ 19,597.24	\$ 22,958.61
25	\$ 2,038,381.59	\$ 3,329.36	\$ 19,629.25	\$ 22,958.61
26	\$ 2,018,752.33	\$ 3,297.30	\$ 19,661.31	\$ 22,958.61
27	\$ 1,999,091.02	\$ 3,265.18	\$ 19,693.43	\$ 22,958.61
28	\$ 1,979,397.59	\$ 3,233.02	\$ 19,725.59	\$ 22,958.61
29	\$ 1,959,672.00	\$ 3,200.80	\$ 19,757.81	\$ 22,958.61
30	\$ 1,939,914.18	\$ 3,168.53	\$ 19,790.08	\$ 22,958.61
31	\$ 1,920,124.10	\$ 3,136.20	\$ 19,822.41	\$ 22,958.61
32	\$ 1,900,301.69	\$ 3,103.83	\$ 19,854.78	\$ 22,958.61
33	\$ 1,880,446.91	\$ 3,071.40	\$ 19,887.21	\$ 22,958.61

34	\$ 1,860,559.70	\$ 3,038.91	\$ 19,919.70	\$ 22,958.61
35	\$ 1,840,640.00	\$ 3,006.38	\$ 19,952.23	\$ 22,958.61
36	\$ 1,820,687.77	\$ 2,973.79	\$ 19,984.82	\$ 22,958.61
37	\$ 1,800,702.95	\$ 2,941.15	\$ 20,017.46	\$ 22,958.61
38	\$ 1,780,685.49	\$ 2,908.45	\$ 20,050.16	\$ 22,958.61
39	\$ 1,760,635.33	\$ 2,875.70	\$ 20,082.91	\$ 22,958.61
40	\$ 1,740,552.42	\$ 2,842.90	\$ 20,115.71	\$ 22,958.61
41	\$ 1,720,436.72	\$ 2,810.05	\$ 20,148.56	\$ 22,958.61
42	\$ 1,700,288.15	\$ 2,777.14	\$ 20,181.47	\$ 22,958.61
43	\$ 1,680,106.68	\$ 2,744.17	\$ 20,214.44	\$ 22,958.61
44	\$ 1,659,892.25	\$ 2,711.16	\$ 20,247.45	\$ 22,958.61
45	\$ 1,639,644.79	\$ 2,678.09	\$ 20,280.52	\$ 22,958.61
46	\$ 1,619,364.27	\$ 2,644.96	\$ 20,313.65	\$ 22,958.61
47	\$ 1,599,050.62	\$ 2,611.78	\$ 20,346.83	\$ 22,958.61
48	\$ 1,578,703.79	\$ 2,578.55	\$ 20,380.06	\$ 22,958.61
49	\$ 1,558,323.73	\$ 2,545.26	\$ 20,413.35	\$ 22,958.61
50	\$ 1,537,910.39	\$ 2,511.92	\$ 20,446.69	\$ 22,958.61
51	\$ 1,517,463.70	\$ 2,478.52	\$ 20,480.09	\$ 22,958.61
52	\$ 1,496,983.61	\$ 2,445.07	\$ 20,513.54	\$ 22,958.61
53	\$ 1,476,470.07	\$ 2,411.57	\$ 20,547.04	\$ 22,958.61
54	\$ 1,455,923.03	\$ 2,378.01	\$ 20,580.60	\$ 22,958.61
55	\$ 1,435,342.43	\$ 2,344.39	\$ 20,614.22	\$ 22,958.61
56	\$ 1,414,728.21	\$ 2,310.72	\$ 20,647.89	\$ 22,958.61
57	\$ 1,394,080.32	\$ 2,277.00	\$ 20,681.61	\$ 22,958.61
58	\$ 1,373,398.71	\$ 2,243.22	\$ 20,715.39	\$ 22,958.61
59	\$ 1,352,683.32	\$ 2,209.38	\$ 20,749.23	\$ 22,958.61
60	\$ 1,331,934.09	\$ 2,175.49	\$ 20,783.12	\$ 22,958.61
61	\$ 1,311,150.97	\$ 2,141.55	\$ 20,817.06	\$ 22,958.61
62	\$ 1,290,333.91	\$ 2,107.55	\$ 20,851.06	\$ 22,958.61
63	\$ 1,269,482.85	\$ 2,073.49	\$ 20,885.12	\$ 22,958.61
64	\$ 1,248,597.73	\$ 2,039.38	\$ 20,919.23	\$ 22,958.61
65	\$ 1,227,678.49	\$ 2,005.21	\$ 20,953.40	\$ 22,958.61
66	\$ 1,206,725.09	\$ 1,970.98	\$ 20,987.63	\$ 22,958.61
67	\$ 1,185,737.46	\$ 1,936.70	\$ 21,021.91	\$ 22,958.61
68	\$ 1,164,715.56	\$ 1,902.37	\$ 21,056.24	\$ 22,958.61
69	\$ 1,143,659.32	\$ 1,867.98	\$ 21,090.63	\$ 22,958.61
70	\$ 1,122,568.68	\$ 1,833.53	\$ 21,125.08	\$ 22,958.61
71	\$ 1,101,443.60	\$ 1,799.02	\$ 21,159.59	\$ 22,958.61
72	\$ 1,080,284.02	\$ 1,764.46	\$ 21,194.15	\$ 22,958.61
73	\$ 1,059,089.87	\$ 1,729.85	\$ 21,228.76	\$ 22,958.61
74	\$ 1,037,861.11	\$ 1,695.17	\$ 21,263.44	\$ 22,958.61

75	\$ 1,016,597.67	\$ 1,660.44	\$ 21,298.17	\$ 22,958.61
76	\$ 995,299.50	\$ 1,625.66	\$ 21,332.95	\$ 22,958.61
77	\$ 973,966.55	\$ 1,590.81	\$ 21,367.80	\$ 22,958.61
78	\$ 952,598.75	\$ 1,555.91	\$ 21,402.70	\$ 22,958.61
79	\$ 931,196.05	\$ 1,520.95	\$ 21,437.66	\$ 22,958.61
80	\$ 909,758.40	\$ 1,485.94	\$ 21,472.67	\$ 22,958.61
81	\$ 888,285.73	\$ 1,450.87	\$ 21,507.74	\$ 22,958.61
82	\$ 866,777.98	\$ 1,415.74	\$ 21,542.87	\$ 22,958.61
83	\$ 845,235.11	\$ 1,380.55	\$ 21,578.06	\$ 22,958.61
84	\$ 823,657.05	\$ 1,345.31	\$ 21,613.30	\$ 22,958.61
85	\$ 802,043.75	\$ 1,310.00	\$ 21,648.61	\$ 22,958.61
86	\$ 780,395.14	\$ 1,274.65	\$ 21,683.96	\$ 22,958.61
87	\$ 758,711.18	\$ 1,239.23	\$ 21,719.38	\$ 22,958.61
88	\$ 736,991.80	\$ 1,203.75	\$ 21,754.86	\$ 22,958.61
89	\$ 715,236.94	\$ 1,168.22	\$ 21,790.39	\$ 22,958.61
90	\$ 693,446.55	\$ 1,132.63	\$ 21,825.98	\$ 22,958.61
91	\$ 671,620.57	\$ 1,096.98	\$ 21,861.63	\$ 22,958.61
92	\$ 649,758.94	\$ 1,061.27	\$ 21,897.34	\$ 22,958.61
93	\$ 627,861.60	\$ 1,025.51	\$ 21,933.10	\$ 22,958.61
94	\$ 605,928.50	\$ 989.68	\$ 21,968.93	\$ 22,958.61
95	\$ 583,959.57	\$ 953.80	\$ 22,004.81	\$ 22,958.61
96	\$ 561,954.76	\$ 917.86	\$ 22,040.75	\$ 22,958.61
97	\$ 539,914.01	\$ 881.86	\$ 22,076.75	\$ 22,958.61
98	\$ 517,837.26	\$ 845.80	\$ 22,112.81	\$ 22,958.61
99	\$ 495,724.45	\$ 809.68	\$ 22,148.93	\$ 22,958.61
100	\$ 473,575.53	\$ 773.51	\$ 22,185.10	\$ 22,958.61
101	\$ 451,390.42	\$ 737.27	\$ 22,221.34	\$ 22,958.61
102	\$ 429,169.08	\$ 700.98	\$ 22,257.63	\$ 22,958.61
103	\$ 406,911.45	\$ 664.62	\$ 22,293.99	\$ 22,958.61
104	\$ 384,617.46	\$ 628.21	\$ 22,330.40	\$ 22,958.61
105	\$ 362,287.06	\$ 591.74	\$ 22,366.87	\$ 22,958.61
106	\$ 339,920.19	\$ 555.20	\$ 22,403.41	\$ 22,958.61
107	\$ 317,516.78	\$ 518.61	\$ 22,440.00	\$ 22,958.61
108	\$ 295,076.78	\$ 481.96	\$ 22,476.65	\$ 22,958.61
109	\$ 272,600.13	\$ 445.25	\$ 22,513.36	\$ 22,958.61
110	\$ 250,086.76	\$ 408.48	\$ 22,550.13	\$ 22,958.61
111	\$ 227,536.63	\$ 371.64	\$ 22,586.97	\$ 22,958.61
112	\$ 204,949.66	\$ 334.75	\$ 22,623.86	\$ 22,958.61
113	\$ 182,325.80	\$ 297.80	\$ 22,660.81	\$ 22,958.61
114	\$ 159,664.99	\$ 260.79	\$ 22,697.82	\$ 22,958.61
115	\$ 136,967.17	\$ 223.71	\$ 22,734.90	\$ 22,958.61

116	\$ 114,232.27	\$ 186.58	\$ 22,772.03	\$ 22,958.61
117	\$ 91,460.24	\$ 149.39	\$ 22,809.22	\$ 22,958.61
118	\$ 68,651.02	\$ 112.13	\$ 22,846.48	\$ 22,958.61
119	\$ 45,804.54	\$ 74.81	\$ 22,883.80	\$ 22,958.61
120	\$ 22,920.74	\$ 37.44	\$ 22,920.74	\$ 22,958.18
Total		<u>\$ 255,032.77</u>	<u>\$ 2,500,000.00</u>	<u>\$ 2,755,032.77</u>

AGENDA ITEM REPORT



To:

Subject: RESOLUTION ESTABLISHING THE TOWN'S INTENT TO REIMBURSE CERTAIN CAPITAL IMPROVEMENT PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

The Town needs to approve this resolution in order to reimburse itself for police department related acquisitions if such acquisitions are required prior to the loan funding becoming available.

FINANCIAL IMPACT:

Allows the Town to reimburse itself for police expenses necessary prior to loan approval

RECOMMENDATION:

Approve Resolution

ATTACHMENTS:

[Reimbursement Resolution_06302021](#)

RESOLUTION NO. 2021-__

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; ESTABLISHING THE TOWN'S INTENT TO REIMBURSE CERTAIN CAPITAL IMPROVEMENT PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Florida (the "Town") has determined that the need exists to undertake certain capital improvements, namely the acquisition of certain equipment and vehicles along with the buildout of space for a newly created public safety division ("Project");

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

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. DECLARATION OF INTENT. The Town hereby expresses its intention to be reimbursed from proceeds of a tax-exempt financing or other obligations for capital expenditures to be paid by the Town in connection with the acquisition and construction of the Project. Pending reimbursement, the Town expects to use funds on deposit in its general fund

and other funds legally available to pay a portion of the cost of the Project. It is not reasonably expected that the total amount of debt to be incurred by the Town to reimburse itself for expenditures paid with respect to the Project will exceed \$2,500,000.00. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, THIS 6th DAY OF JULY, 2021.**

TOWN OF PEMBROKE PARK,
FLORIDA

By: _____
Mayor Geoffrey Jacobs

ATTEST:

TOWN CLERK

APPROVED AS TO FORM:

OFFICE OF THE
TOWN ATTORNEY

RESOLUTION NO. 2021-035

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; ESTABLISHING THE TOWN'S INTENT TO REIMBURSE CERTAIN CAPITAL IMPROVEMENT PROJECT COSTS INCURRED WITH PROCEEDS OF FUTURE TAX-EXEMPT FINANCING OR OTHER OBLIGATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park, Florida (the "Town") has determined that the need exists to undertake certain capital improvements, namely the acquisition of certain equipment and vehicles along with the buildout of space for a newly created public safety division ("Project");

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

SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. DECLARATION OF INTENT. The Town hereby expresses its intention to be reimbursed from proceeds of a tax-exempt financing or other obligations for capital expenditures to be paid by the Town in connection with the acquisition and construction of the Project. Pending reimbursement, the Town expects to use funds on deposit in its general fund and other funds legally available to pay a portion of the cost of the Project. It is not reasonably expected that the total amount of debt to be incurred by the Town to reimburse itself for expenditures paid with respect to the Project will exceed \$2,500,000.00. This Resolution is intended to constitute a

"declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, THIS 6th DAY OF JULY, 2021.**

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney

Bryant Miller Olive

Attorneys at Law
1545 Raymond Diehl Road
Suite 3900
Tallahassee, FL 32308
Tel 850.222.8611
Fax 850.222.8969

www.bmolaw.com

June 30, 2021

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
Attn: Melissa P. Anderson, Esq., Town Attorney

Re: Bond Counsel Services with respect to Non-Ad Valorem Revenue Note, Series
2021

Dear Ms. Anderson:

The purpose of this letter is to memorialize the terms and scope of Bryant Miller Olive P.A.'s (the "Firm") representation of the Town of Pembroke Park (the "Town") as Bond Counsel, in connection with the issuance of the Town's Non-Ad Valorem Revenue Note, Series 2021 (the "Series 2021 Note"), in one or more series at one or more times, to finance the acquisition of certain equipment and vehicles and the buildout of space for a newly created public safety division (the "Transaction"). This letter also discloses and discusses the potential arising of conflicts of interest during this representation. Finally, this letter sets forth our anticipated fee structure to be used by the Firm in its representation of the Town in the Transactions.

Robert Reid, an attorney in the Firm's Tallahassee, Florida office, and JoLinda Herring, an attorney in the Firm's Miami office, are expected to serve in a primary capacity in this matter with Claudia Capdesuner in the Firm's Miami office providing support, as necessary. The Firm's responsibility under this engagement is to (i) review and advise on the financing structure to be used in financing the Transaction, (ii) provide customary Bond Counsel services in connection with the Transaction, and (iii) prepare the Resolutions to be adopted by the Town to authorize the Transaction and to document the closing of the Series 2021 Note. In this capacity, we will be providing legal advice to the Town relating to the documentation and implementation of the Transaction.

Our client will be the Town within the limited scope of services described herein, and we will represent the Town's respective interests.

Atlanta • Jacksonville • Miami • Orlando • Tallahassee • Tampa • Washington, D.C.

Ms. Melissa P. Anderson, Esq.
Town of Pembroke Park
June 30, 2021

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. The Firm has disclosed to the Town that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as original purchaser's counsel on public finance and other lending matters in Florida. The Firm has an active and wide-ranging practice in public finance and bank lending in Florida and elsewhere in the United States. In addition, the Firm has an active and wide-ranging practice in property development and new market tax credit financings in Florida and elsewhere in the United States. In the course of that practice and other engagements the Firm undertakes, the Firm represents numerous public entities, financial institutions, credit banks, credit enhancers, underwriters and issuers of bonds, lenders, borrowers, counterparties, trustees, community development entities, and qualified active low-income community businesses, in unrelated financial transactions. Therefore, in the course of the Firm's representation of the Town as Bond Counsel with respect to the Transaction, the Firm may now or in the future represent entities that, by virtue of their involvement in a particular transaction, industry, business, trade, or otherwise, have interests adverse to those of the Town in matters unrelated to the particular transactions in which the Firm represents the Town.

Material risks may arise when an attorney represents clients with adverse interests. For example, confidential information disclosed by a client during the course of an engagement might, if inadvertently disclosed to another client, be detrimental to the client. Usually this is not a relevant factor when dealing with public entities subject to the Florida public records laws. Such representations may create the perception that the lawyer might represent one client less zealously in order to advance the interests of another client.

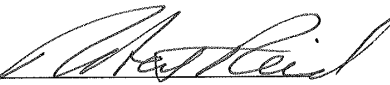
The Firm believes that the Town is a sophisticated client that readily appreciates the implications of conflicts and waivers and has ready access to independent counsel. After careful consideration, the Firm reasonably believes that it can and will competently and zealously represent the Town in this matter notwithstanding its current or future representation of clients with interests adverse to the Town in unrelated matters. The Firm will maintain confidential and not disclose or use any of the Town's nonpublic, confidential information acquired as a result of its representation of the Town to the Town's disadvantage in connection with any matter in which the Firm represents an entity adverse to the Town. The Firm encourages the Town to consult independent counsel regarding the issues addressed herein. In that regard, it is the Firm's belief that a disinterested lawyer would conclude that the advantages to the Town of engaging the Firm outweigh any existing or potential material risks arising from the Firm's representation of other entities, would conclude that it is proper to seek consent, and would counsel the Town to consent to this representation.

Ms. Melissa P. Anderson, Esq.
Town of Pembroke Park
June 30, 2021

In connection with the issuance of the Series 2021 Note in an aggregate principal amount estimated to be \$2,500,000, the firm will charge a fee of \$15,000 for Bond Counsel services, plus reimbursement of out of pocket expenses, including costs of preparing final transcripts of the Transaction documents. It is our understanding that the Series 2021 Note will be issued in a private placement with Synovus as the lender. As a result, we do not anticipate the need for either a bond validation hearing or an offering or disclosure document, and thus the scope of services outlined in this letter and the fee quoted do not include such services.

If the foregoing terms of this engagement are acceptable to you and you consent to our representation under these terms, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, retaining the original for your files. We look forward to working with you and your staff.

Bryant Miller Olive P.A.

By: 
Robert C. Reid
Shareholder

Accepted and Approved:

Town of Pembroke Park

By: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM REPORT



To: Commission
Subject: Discussion on the proposed Millage Rate for upcoming Fiscal Year (2021/2022) and Budget Hearing Dates
Meeting: 07 06 2021 DRAFT AGENDA - SPECIAL COMMISSION MEETING - Jul 06 2021
Department: Finance
Staff Contact: Harry Taubenfeld, Finance & Budget Director

BACKGROUND INFORMATION:

The Town is required to submit to the BCPA their tentative millage rate as well as the scheduled hearing dates by August 4th.

RECOMMENDATION:

At this time, staff recommends that the millage rate remains the same at 8.50. The proposed schedule hearing dates are September 8th and September 22nd. These are the scheduled dates for our workshop and commission meeting.

RESOLUTION NO. 2021 - 037

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A
TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2021-22
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park (the "Town") is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Broward County; and

WHEREAS, the tentative millage is the rolled-back rate determined in accordance with the provisions of Section 200.065(1), Florida Statutes, in that the rolled back rate computed as aforesaid is 7.8833 and the proposed millage rate is 8.5, which is 7.82 percent more than the rolled-back rate; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 7:00 p.m. at Town Hall on September 8, 2021, and the final public hearing has been scheduled for 7:00 p.m. at Town Hall on September 22, 2021

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

SECTION 1. The Town Commission hereby adopts an 8.5 tentative operating millage rate.

SECTION 2. The Town Commission hereby finds and declares that the operating millage rate adopted by this Resolution is 8.5 the current year rolled-back rate by 7.82%.

SECTION 3. All resolutions inconsistent or in conflict herewith shall be and are hereby

repealed.

SECTION 4. This resolution shall become effective upon its passage and adoption by the
Town Commission.

PASSED AND ADOPTED, this 6th day of July 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ
Town Attorney