



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Wednesday, August 25, 2021

Council Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. NEW BUSINESS
 - 6.1. Local Fiscal Recovery Fund Agreement - Town Manager Jimenez, Finance Director Taubenfeld 4 - 30
RESOLUTION NO. 2021-042
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **AUTHORIZING THE TOWN TO ACCEPT FUNDS THROUGH THE AMERICAN RESCUE PLAN; AUTHORIZING THE TOWN MANAGER OR THE TOWN FINANCE DIRECTOR TO EXECUTE THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND ALL SUPPORTING DOCUMENTS;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
[Local Fiscal Recovery Fund Agreement 2021-042 American fiscal recovery reso](#)
 - 6.2. Discussion and approval of Police Department Budget - Town Manager Jimenez, Finance Director Taubenfeld, Interim Police Chief Howard 31 - 35
[police budget](#)
7. RESOLUTIONS
 - 7.1. Resolution Authorizing the Issuance of Non Ad Valorem Revenue Note in an Amount Not to Exceed Two Million Five Hundred Thousand Dollars - Town Attorney Anderson, Finance Director Taubenfeld 36 - 86
RESOLUTION NO. 2021-040
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA **AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2021 OF THE TOWN IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,500,000, TO (I) FINANCE THE COST OF THE PROJECT, AND (II) PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE TOWN PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT**

**OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE;
MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION
THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approval of Resolution

[Agenda Item Report - AIR-21-158 - Pdf](#)

[2021-040 REVISED synovus reso loan for Police](#)

8. DISCUSSION

- 8.1. Hire Miguel Nunez as full-time Building Official - Mayor Jacobs, HR Consultant Menegazzo 87 - 92

[HR Miguel Nunez Building Official MEMO](#)

[HR Chief Building Official Job Description](#)

- 8.2. Hire Public Services Director - Mayor Jacobs, HR Consultant Menegazzo 93 - 164

RESOLUTION NO. 2021-041

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, **APPOINTING _____
AS PUBLIC SERVICES DIRECTOR; PROVIDING FOR PUBLIC
SERVICES DIRECTOR'S COMPENSATION;** SUPERSEDING
CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE
DATE.

[2021-041 Public Services Director](#)

[HR PS Allen George](#)

[HR PS Clark Robert](#)

[HR PS Stovall Randy](#)

9. TOWN ATTORNEY REPORTS

10. TOWN MANAGER REPORTS

11. COMMISSION REPORTS

Commissioner Clark

Clerk Commissioner Dieuville

Mayor Jacobs

12. ANNOUNCEMENTS

Charter Review Committee Meeting - Monday, August 30, 2021 at 6:00 PM

Regular Commission Meeting - Wednesday, September 8, 2021 at 7:00 PM

Planning & Zoning Meeting - Thursday, September 9, 2021 at 6:00 PM

1st Budget Hearing Meeting - Monday, September 13, 2021 at 6:00 PM

Workshop Commission Meeting - Wednesday, September 22, 2021 at 6:00 PM

2nd Budget Hearing Meeting - Thursday, September 23, 2021 at 6:00 PM

13. 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.

Agreement Number: Y5261
Unique Identifier Code: FL0254

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Pembroke Park, Town of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$3,380,261.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

- 6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. 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.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: *Harry Taubenfeld*
Title: *Budget & Finance Director*
Address: *3150 SW 52nd Ave Pembroke Park, FL 33023*
Telephone: *954-966-4600 X232*
Email: *HTAUBENFELD@TPPFL.GOV*

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - Authorized representative name, title, and email;
 - Contact person name, title, phone, and email;
 - Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the 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).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, 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 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 Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. 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) all 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.
- d. 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 Florida Statute, 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.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §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).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §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.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must 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 must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY

Any Recipient which is a state agency or subdivision, as defined in section 768.28, 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 party to which sovereign immunity applies. Nothing herein will 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 this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- 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 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 is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will 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 is null and void to the extent of the conflict, and is severable, but does 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 will survive the term of this Agreement.
 - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
 - e. The 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.
 - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
 - g. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
 - h. 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 Chapter 216, Florida Statutes, or the Florida Constitution.
 - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
 - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
 - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
 - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
 - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. 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 Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
 - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
 - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
 - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §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 Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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 Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iii. The Recipient must 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 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.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the 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:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (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. COPELAND ANTI-KICKBACK ACT

- i. The 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:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR 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 in subsection b(i) above and such other clauses as the Secretary 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 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the 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.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the 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)."

e. SUSPENSION AND DEBARMENT

If the 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 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- 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 CFR pt. 180, subpart C and 2 CFR 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 CFR pt. 180, subpart C and 2 CFR 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.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 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."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Pembroke Park, Town of

By: 

Name and title: HARRY TAUBENFELD

Date: 8-26-21

FEIN : 590968454

DUNS : 024477655

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$3,380,261.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, HARRY TAUBENFELD, am the Authorized Agent of Pembroke Park, Town of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
 - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: *Harry Taberfeld*

Signature:

Title: *Budget & Finance Director*

Date:

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, HARRY TAUBENFELD, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: HARRY TAUBENFELD

Signature:

Title: Budget & Finance Director

Date: _____

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act
Title 31, Part 35, Code of Federal
Regulations
Section 215.422, Florida Statutes

Section 215.971, Florida Statutes
Section 216.347, Florida Statutes

CFO MEMORANDUM NO. 04 (2005-06)

Coronavirus State and Local Fiscal Recovery Funds
Treasury Interim Final Rule

Payments, warrants, and invoices; processing time limits; dispute limitation; agency
or judicial branch compliance

Agreements funded with federal and state assistance

Disbursement of grant and aids appropriations for lobbying prohibited

Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the 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. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Harry Taubenfeld

Pembroke Park, Town of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Pembroke Park, Town of

Address: 3150 SW 52nd Avenue

DUNS Number: 024477655

Taxpayer Identification Number: 590968454

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Pembroke Park, Town of

Authorized Representative: HARRY TAUBENFELD

Title: Budget & Finance Director

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

- Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NO. 2021-042

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ACCEPT FUNDS THROUGH THE AMERICAN RESCUE PLAN; AUTHORIZING THE TOWN MANAGER OR THE TOWN FINANCE DIRECTOR TO EXECUTE THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT AND ALL SUPPORTING DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and

WHEREAS, the Town desires to accept the grant of such Fiscal Recovery Funds.

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 accept the Fiscal Recovery Funds.

SECTION 3. The Town Commission authorizes the Town Manager or the Town's Finance Director to execute any and all documents necessary to accept such Fiscal Recovery Funds, including the Coronavirus Local Fiscal Recovery Fund Agreement.

SECTION 3. The Town Commission approves entering into the Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida.

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 25th day of August, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney



Memorandum

To: JC Jimenez, Town Manager

From: Harry Taubenfeld, Budget & Finance Director 

Date: August 13, 2021

SUBJECT: Annual Police Department – True Up

As per your request, I have reviewed the current police budget against the budget that was approved by the commission and have concluded that the current budget is approximately \$475,000 greater than what was previously approved. Below is a breakdown of the additional cost and an explanation for each variance.

Personnel - It was determined that the Town needed to be more competitive in the marketplace so the average salary for each position was increased. This resulted in an annual **increase of \$47,000.**

Overtime – At our previous meeting, there was some concern expressed that the suggested staffing levels may not be enough and that additional personnel may be needed. To offset the hiring of additional personnel, overtime was **increased by \$35,000.**

Benefits - Benefits for the employees will increase with the addition payroll and overtime expenses that were included. In addition, the current benefits number includes Workers Compensation. Benefits were **increased by \$70,000.**

Vehicles/Loan – The initial budget assumed that the Town would purchase all the necessary equipment for the startup of the department, self-fund the construction of the office space for the Police Department and finance the police vehicles. The current budget assumes purchasing the vehicles and financing the construction and startup cost. The initial budget never assumed a loan payment. This resulted in an **additional \$ 111,000** in expense(cash).

Dispatch – It was not known at the time of the initial budget what the cost would be from Broward County for them to handle dispatching. Just recently, we received an estimated **amount of \$150,000 for the year.**

Misc. Expenses – At our previous meeting, there was some concern expressed that the suggested staffing levels may not be enough and that additional personnel may be needed. To account for the hiring of additional personnel, the expense was **increased by \$60,000.**

Please contact me should you have any questions or require additional information. Thank you.

**Town Of Pembroke Park
Annual Police Budget**

Salaries

Chief	\$	115,000	
Captain	\$	104,000	
Lieutenant	\$	95,000	
Sergeant (4)	\$	320,000	
Detective	\$	65,000	
Officer (8)	\$	520,000	
Administrative Assistant	\$	50,000	
Record & Evidence Custodian	\$	35,000	
IT Tech	\$	65,000	
Total Payroll			\$ 1,369,000

Overtime - 10% 125,000.00
(officers Only)

Payroll Benefits

Federal Income Tax Expense	\$	114,291	
Retirement Expense	\$	386,797	
Medical & Life Insurance	\$	433,151	
Workers Compensation	\$	41,267	
Total Benefits			\$ 975,506

Total Payroll & Payroll Benefits \$ 2,469,506

Operating Expenses

Auto Insurance	\$	16,358	
Cleaning Services	\$	2,500	
Computer Expense	\$	8,700	
Equip. Expense - Body Cameras	\$	43,000	
Fuel Expense	\$	40,000	
Liability Insurance	\$	38,496	
Maintenance & Service Fees	\$	18,200	
Misc. Officer Equipment	\$	10,000	
Miscellaneous Expense	\$	100,000	
Office Supplies	\$	7,500	
Professional Services	\$	150,000	
R&M - Fleet	\$	15,000	
Record Management Software	\$	24,000	
Uniforms	\$	10,000	
Total Operating Expense			\$ 483,754

Loan Repayment

Principal	\$	228,549	
Interest	\$	47,451	\$ 276,000

Total Expenditures \$ 3,229,260

Annual Costs

- Personnel = \$55,000
- Office Supplies = \$1,321,700
- Overtime = \$90,000
- Benefits = \$906,000
- Officer Misc. = \$10,000
- **Total Payroll = \$2,317,700**
- Dispatch = \$0
- RMS = \$18,000
- Air Card = \$8,700
- Axon = \$48,000
- Misc. = \$50,000
- Vehicle = \$165,000
- Insurance = \$50,000
- Vehicle R/M = **TOTAL = \$2,750,000**

**Town of Pembroke Park
Law Enforcement
FY2022**

Personal Services

Salaries	\$ 1,048,000
Overtime	93,750
Total Personal Services	\$ 1,141,750

Payroll Expenditures

FICA Taxes Expense	\$ 66,823
Employee Retirement Expense	279,174
Group Insurance	276,411
Dental Insurance/Vision	31,348
Life Insurance(Standard Insur. Co)	3,000
Life Insurance(John Hancock VUL)	19,000
Workers' Compensation	31,500
Unemployment Compensation Expense	-
Total Payroll Expenditures	\$ 707,256

Operating Expenditures

Contractual Services - Law Enforcement	\$ 1,125,260
Insurance Expense Prop-General Liability	\$ 36,569
Town Hall - Janitorial	\$ 2,600
Contractual Services/Computer Related Service	\$ 8,700
Various Contractual Services	\$ 180,000
Maintenance - Equipment	\$ 18,750
Uniforms	\$ 7,500
Office Supplies	\$ 5,000
Gasoline Costs	\$ 30,000
Miscellaneous Expense	\$ 75,000
Total Operating Expenditures	\$ 1,489,380

Debt Service

Debt Service - Principal Payment	\$ 228,549
Debt Service - Sinking Fund Interest	47,451
Total Debt Service	276,000

Total Police Budget	\$ 3,614,386
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**TOWN OF PEMBROKE PARK
FISCAL YEAR 2021 - 2022 BUDGET SUMMARY**

Description	Adopted Budget 2019-2020	Adopted Budget 2020-2021	Proposed Budget 2021-2022
GENERAL FUND REVENUES			
Ad Valorem	\$ 6,014,705	\$ 6,592,457	\$ 7,063,000
Local Option Gas Tax	119,137	100,000	108,841
Utility Tax	1,225,000	1,211,000	1,180,000
Franchise Fees	824,750	874,750	896,250
Licenses & Permits	1,060,335	938,455	1,101,151
Intergovernmental Revenue	636,743	980,324	1,121,343
State Shared Revenue	672,440	556,500	643,291
Charges for Services	335,900	364,400	427,400
Fines & Forfeitures	39,000	36,000	12,500
Other Revenue	834,005	862,005	844,000
Fund Balance Reserves	820,919	254,213	501,831
TOTAL GENERAL FUND REVENUES	\$ 12,582,933	\$ 12,770,104	\$ 13,899,607
GENERAL FUND EXPENDITURES BY DEPARTMENT			
Mayor & Commission	\$ 374,724	\$ 434,286	\$ 484,940
Administration	1,160,539	1,019,576	953,899
Finance	506,755	561,052	488,646
Legal	217,500	207,500	341,222
Comprehensive Planning	261,000	236,000	236,774
Non-Departmental	418,462	396,860	486,646
Law Enforcement	3,327,014	3,342,652	3,338,386
Fire Rescue	3,205,828	3,525,607	3,631,375
Building	406,518	466,750	784,936
Roads & Streets	415,680	456,691	554,246
Code Enforcement	281,016	208,569	201,799
Parks & Recreation	575,314	508,023	494,101
Capital Outlay	1,248,910	1,065,125	225,000
Capital Projects	183,672	341,412	1,401,637
Debt Service	-	-	276,000
TOTAL GENERAL FUND EXPENDITURES	\$ 12,582,933	\$ 12,770,104	\$ 13,899,607
NOTE: LAW ENFORCEMENT AND FIRE RESCUE EXPENDITURES AS A PERCENTAGE OF BUDGET	\$ 6,532,842 52%	\$ 6,868,259 54%	\$ 6,969,761 50%

AGENDA ITEM REPORT



To:

Subject: Resolution Authorizing the Issuance of Non Ad Valorem Revenue Note in an Amount Not to Exceed Two Million Five Hundred Thousand Dollars

Meeting:

Department: Legal

Staff Contact: Melissa Anderson, Town Attorney

BACKGROUND INFORMATION:

In order to help finance the start up of the Town's Police Department, the Town will borrow funds (at 1.96 percent interest rate) in an amount not to exceed 2.5 million dollars from Synovus bank.

FINANCIAL IMPACT:

The Town will incur indebtedness of up to 2.5 million dollars

POLICY IMPLICATIONS:

This loan will help to finance the Town's new Police Department

RECOMMENDATION:

Approval of Resolution

ATTACHMENTS:

[loan reso 2021](#)

[loan amortization 2021](#)

	Status:
Harry Taubenfeld, Finance & Budget Director	Approved - Jul 16 2021
Melissa Anderson, Town Attorney	Pending
JC Jimenez, Town Manager	None
Marlen Martell, Town Clerk	None

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2021 OF THE TOWN IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,500,000, TO (I) FINANCE THE COST OF THE PROJECT, AND (II) PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE TOWN PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Town of Pembroke Park, Florida, and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. All capitalized undefined terms shall have the same meanings as set forth in this Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Ad Valorem Revenues" shall mean all revenues of the Town derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

"Adjusted General Government, Law Enforcement and Fire Protection Expenditures" shall mean (i) General Government, Law Enforcement and Fire Protection Expenditures, less (ii) General Government, Law Enforcement and Fire Protection Expenditures which are paid from Ad Valorem Revenues.

"Available Non-Ad Valorem Revenues" shall mean Non-Ad Valorem Revenues less Adjusted General Government, Law Enforcement and Fire Protection Expenditures.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Broward County, Florida are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Debt Service Fund” shall mean the Debt Service Fund established with respect to the Note pursuant to Section 11 hereof.

“Default Rate” shall mean the lesser of five (5) percentage points in excess of the Owner’s Prime Rate of interest charged at the time of the default or the maximum legal interest rate. The Default Rate shall only apply for interest during the period between when the default occurs and when it is cured by the Town.

“Fiscal Year” shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“General Fund” shall mean the “General Fund” of the Town as described and identified in the Comprehensive Annual Financial Report of the Town.

“General Government, Law Enforcement and Fire Protection Expenditures” shall mean general governmental, law enforcement and fire protection services provided by the Town in the General Fund, the expenditures for which are currently set forth as the line items entitled “General Government,” “Law Enforcement” and “Fire Protection” in the Town’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2020, and any equivalent line items in any future financial statements of the Town.

“Maturity Date” shall mean August 4, 2031.

“Mayor” shall mean the Mayor or Vice-Mayor of the Town.

“Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town other than Ad Valorem Revenues.

“Note” shall mean the Town’s Non-Ad Valorem Revenue Note, Series 2021 authorized by Section 4 hereof.

“Note Counsel” shall mean, Bryant Miller Olive P.A., or other national recognized bond counsel firm.

“Original Purchaser” shall mean Synovus Bank.

“Owner” shall mean the Person in whose name or names the Note shall be registered on the books of the Town kept for that purpose in accordance with provisions of this Resolution. The Original Purchaser shall be the initial Owner of the Note.

“Permitted Investments” shall mean any legal investments under the laws of the State and the written investment policy of the Town.

“Permitted Lender” shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company, “accredited investor” as such term is defined in the Securities Act of 1933, or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

“Person” shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Revenues” shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

“Prime Rate” means the base, reference or other rate designated by the Owner as its “prime rate”, or if the Owner does not designate a prime rate, the rate published from time to time by the Wall Street Journal as the “U.S. Prime Rate.” The Prime Rate is not necessarily the lowest or best rate of interest offered by the Owner to any borrower or class of borrowers.

“Project” shall mean the acquisition of certain equipment and vehicles and the buildout of space for a new public safety division.

“Project Fund” shall mean the Project Fund established with respect to the Note pursuant to Section 12 hereof.

“Resolution” shall mean this resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

“State” shall mean the State of Florida.

“Town” shall mean the Town of Pembroke Park, Florida, a Florida municipal corporation.

“Town Attorney” shall mean Melissa Anderson, Esq.

“Town Clerk” shall mean the Town Clerk of the Town or any assistant or deputy Town Clerk.

“Town Finance Director” shall mean the Budget and Finance Director.

“Town Manager” shall mean the Town Manager of the Town or any acting Town Manager.

Section 3. Findings.

(A) For the benefit of its citizens, the Town finds, determines and declares that it is necessary for the continued preservation of the public safety, health, welfare and convenience of the Town to finance the cost of the Project. Issuance of the Note to finance the cost of the Project satisfies a public purpose.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal of and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Town shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the town limits of the Town.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Town, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The Town has received an offer from the Original Purchaser to purchase the Note.

Section 4. Authorization of Note and Use of Proceeds. Subject and pursuant to the provisions of this Resolution, an obligation of the Town to be known as the "Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$2,500,000, for the purpose of (i) financing the cost of the Project, and (ii) paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is also authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Town to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Town shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town and the Owner. The covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the Owner, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

Section 6. Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Town and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Note shall have a fixed interest rate of 1.96% per annum (subject to adjustment upon the occurrence of certain events as provided in the Note) calculated on a 30/360-day basis, provided that if the closing does not occur by August 6, 2021, the rate shall reset as set forth in the Original Purchaser's proposal dated June 10, 2021.

(B) Principal and Interest Payment Dates. Principal and interest on the Note shall be paid monthly on the first day of each month, commencing September 1, 2021, in the amounts and on the dates set forth in the Note.

(C) Prepayment of the Note. On or before August 4, 2024, the Note may be prepaid in whole or in part at the option of the Town at any time at a premium of 102%. After August 4, 2024, the Note may be prepaid in whole or in part at the option of the Town at any time without premium or penalty.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the Town Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the Town Manager.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

Section 7. Execution and Authentication of Note. The Note shall be executed in the name of the Town by the Mayor, attested by the Town Clerk, and approved as to form by the Town Attorney, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the Town by any person who at the actual time of the execution of such Note shall hold the appropriate office in the Town, although at the date thereof the person may not have been so authorized.

Section 8. Registration and Exchange of the Note; Person Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Town will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Note may be transferred only to Permitted Lenders and may only be transferred in whole.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Note Mutilated, Destroyed, Stolen or Lost. In case any of the Note shall become mutilated, or be destroyed, stolen or lost, the Town shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Town proof of ownership thereof and indemnity reasonably satisfactory to the Town and complying with such other reasonable regulations and conditions as the Town may prescribe and paying such expenses as the Town may incur. The Note so mutilated, destroyed, stolen, or lost shall be canceled upon the issuance of the new Note.

Section 10. Payment of Principal and Interest; Limited Obligation. The Town promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Town as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and solely secured by the Pledged Revenues in accordance with the terms hereof. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Town except from the Pledged Revenues as described herein.

Section 11. Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the Town covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) not later than 5 days prior to each date on which principal of and interest on the Note is due, amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Town to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the

extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Town further acknowledges and agrees that the obligations of the Town to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Town from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Town hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Town and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Town or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Town to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Town. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Town shall never be obligated to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Town hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Town, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Town.

There is hereby created and established the "Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund for legal purposes held by the Town, which shall be held solely for the benefit of the holder of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Town for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Town may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Town the duties of the Town in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Town and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Town on deposit in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

Section 12. Application of Proceeds of Note. Proceeds from the sale of the Note, together with other legally available funds of the Town, shall be applied as follows:

A) The Town shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note; and

B) The remaining funds shall be deposited into the Project Fund (hereinafter created) from time to time and used to finance the cost of the Project.

The Town covenants and agrees to establish a special fund to be designated "Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Town for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from

time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Town's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund and/or the Project Fund may be used to pay debt service on the Note.

Section 13. Tax Covenant. The Town covenants to the Owner that the Town will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Town will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner for purposes of federal income taxation.

Section 14. Impairment of Contract. The Town covenants with the Owner that it will not, without the written consent of the Owner, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner hereunder.

Section 15. 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 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).

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed at an interest rate equal to the higher of 4% per annum or The Bond Buyer Index on the Business Day next preceding the date of the issuance of such debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 30 years (from the date of calculation) on a level debt service basis. In the event that the Town is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" means indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 16. Budget and Financial Information; Other Covenants. While the Note remains outstanding, the Town makes the following covenants:

(A) The Town shall provide the Owner with a copy of its annual budget within 45 days after the adoption of its annual budget.

(B) The Town shall provide the Owner with annual financial statements for each Fiscal Year of the Town when available and in no event later than 210 days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

(C) The Town agrees that any and all records of the Town related to the Note shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Town.

(D) 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 Owner provide evidence of such coverage to the Owner.

(E) The Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.

(F) The 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.

(G) The Town will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve.

Section 17. Events of Default; Remedies of Owner. The following shall constitute "Events of Default":

(A) if the Town fails to pay any payment of principal of or interest on the Note as the same becomes due and payable, whether by maturity or otherwise; or

(B) if the Town defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth the other subsections of this Section 17) and fails to cure the same within thirty (30) days after (i) notice thereof to the Town by the Owner or (ii) the Owner is notified of such noncompliance or should have been notified, whichever is earlier; or

(C) any representation or warranty made in writing by or on behalf of the Town in this Resolution or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(D) 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

(E) the Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a 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

(F) 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; or

(G) 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.

The Town shall within ten (10) days after the Town Finance Director has acquired knowledge thereof, notify the Owner in writing upon the happening, occurrence, or existence of any event or condition which with the passage of time or giving of notice, or both, would

constitute an Event of Default, and shall provide the Owner, a detailed statement of all relevant facts and the action being taken or proposed to be taken by the Town with respect thereto, by the Town Finance Director or a responsible officer of the Town with knowledge of such Event of Default. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Upon an Event of Default pursuant to Section 17(A) above (the "Monetary Default"), the Interest Rate on the Note shall increase to the Default Rate. The Default Rate shall only apply for interest accrued during the period between when the Monetary Default occurs and when it is cured by the Town.

Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Town.

Section 18. Bank Qualified. The Town hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Town and any subordinate entities of the Town and any issuer of "tax-exempt" debt that issues "on behalf of" the Town do not reasonably expect during the calendar year 2021 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 19. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 20. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 21. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this Resolution as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 23. Authorization of Other Action. The Mayor, Town Manager, the Town Finance Director, Town Attorney and Town Clerk are each designated agents of the Town in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Town which are necessary or desirable in connection with the execution and delivery of the Note to the Original Purchaser.

Section 24. Jury Trial Waiver. The Town and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or, the Note or any other document executed in connection with the issuance of the Note.

Section 25. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner.

Section 26. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Town and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Town and the Owner.

Section 27. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 28. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note delivered hereunder.

Section 29. Notices. Any notice or other communication to be given to the Original Purchaser under this Resolution shall be given by delivering the same in writing to 1148 Broadway, Columbus, Georgia 31901 Attention: Loan Operations with a copy to 2325 Vanderbilt Beach Road, Naples, Florida 34109 Attention: Jim Mitchell, Senior Director, Government Solutions Group or such other address as the Owner may designate to the Town in writing.

Section 30. No Advisory or Fiduciary Relationship. In connection with the Original Purchaser's purchase of the Note, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Town acknowledges and agrees, that: (a) (i) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Original Purchaser is not acting as a municipal advisor or financial advisor to the Town, and (iv) the Original Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Original Purchaser has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Original Purchaser is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town or any other Person and (ii) the Original Purchaser has no obligation to the Town with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Original Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Original Purchaser has no obligation to disclose any of such interests to the Town. The Town acknowledges that the Original Purchaser is purchasing the Note pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 31. 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 _____ DAY OF JULY, 2021.

By: _____
Geoffrey Jacobs
Mayor

ATTEST

Marlen D. Martell, MPA, CFM
Town Clerk

Approved as to form:

Melissa Anderson, Esq.
Town Attorney

EXHIBIT A

ANY OWNER SHALL, PRIOR TO BECOMING A OWNER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS A PERMITTED INVESTOR AS SUCH TERM IS DEFINED IN THE RESOLUTION.

[FORM OF NOTE]

Dated Date: _____, 2021

\$ _____

Interest Rate 1.96%
(subject to adjustment as described herein)

STATE OF FLORIDA
BROWARD COUNTY, FLORIDA
TOWN OF PEMBROKE PARK, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Town of Pembroke Park, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Synovus Bank or registered assigns (hereinafter, the "Owner"), the principal sum of \$_____, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of August 4, 2031.

Presentation of this Note shall not be required for final payment, but the Owner shall remit this Note to the Issuer within a reasonable amount of time after final payment marked "paid in full" or its equivalent.

Principal and interest shall be payable to monthly on the first day of each month, commencing on [September] 1, 2021 (each "Interest Payment Date"), as provided on Schedule I attached hereto, unless earlier prepaid.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

On or before August 4, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time at a premium of 102%. After August 4, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time without penalty.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and Resolution No. ___ duly adopted by the Issuer on July ____, 2021, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Upon the event of a Monetary Default, the Interest Rate on the Note shall increase to the Default Rate. The Default Rate shall only apply for interest accrued during the period between when the Monetary Default occurs and when it is cured by the Issuer.

Upon the occurrence of a Determination of Taxability, the Interest Rate on this Note shall be adjusted to a rate equal to the Interest Rate otherwise borne by this Note thereby divided by (1 minus the then maximum federal corporate income tax rate applicable to the Owner) (the "Taxable Rate") calculated on the basis of a 360-day year of twelve 30-day months, as of and from the date of such Determination of Taxability would be applicable with respect to

the Note (the "Accrual Date"); and (i) the Issuer shall on the next Interest Payment Date (or if this Note shall have matured, within thirty (30) days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Taxable Rate from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (B) the actual interest paid by the Issuer on this Note from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (2) any interest and penalties required to be paid as a result of any such Determination of Taxability; and (ii) from and after the Determination of Taxability, this Note shall continue to bear interest at the Taxable Rate for the period such determination continues to be applicable with respect to this Note. The adjustment shall survive payment of this Note until such time as the federal statute limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

"Determination of Taxability" shall mean that as a consequence of the action or inaction of the Issuer, all or a portion of the interest accrued or paid on all or any portion of this Note is not excludable from the gross income of the Owner (or any former Owner) of this Note for federal income tax purposes, as determined by such Owner (or any former Owner).

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the Mayor and the Town Manager, and attested by the Town Clerk and approved as to form by the Town Attorney, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date above.

TOWN OF PEMBROKE PARK, FLORIDA

(SEAL)

By: _____
Name: Geoffrey Jacobs
Title: Mayor

By: _____
Name: JC Jimenez
Title: Town Manager

ATTEST:

By: _____
Name: Marlen D. Martell, MPA, CFM
Title: Town Clerk

Approved as to Form:

By: _____
Name: Melissa P. Anderson, Esq.
Title: Town Attorney

SCHEDULE I
DEBT SERVICE SCHEDULE

<u>Dates</u>	<u>Principal Amounts</u>
2022	
2023	
2024	
2026	
2027	
2028	
2029	
2030	
2031	

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Synovus Bank (the "Purchaser") has not required the Town of Pembroke Park, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Note Counsel or the Town Attorney as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by Melissa Anderson, Esq., Town Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in Resolution No. _____ adopted by the Town Commission of the Issuer on July ____, 2021 (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the Town Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note primarily as an investment for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Note may be transferred only to Permitted Lenders and may only be transferred in whole.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the

direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are either (i) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended; or (ii) an "accredited investor" as defined in Rule 501 promulgated under the Securities Act of 1933, as amended, consisting of a bank, insurance company, registered investment company, business development company, or small business investment company.

DATED this _____ day of _____, 2021.

SYNOVUS BANK

By: _____
Name:
Title:

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the Town of Pembroke Park, Florida (the "Issuer") for the private purchase of its \$_____ Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Bank Counsel Fee -- \$7,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to fund the Project, as defined in the Resolution. Unless earlier prepaid, the Note is expected to be repaid on August 4, 2031. At an interest rate of 1.96%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution No. _____ of the Issuer adopted on July _____, 2021 (the "Resolution"). Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Resolution. Issuance of the Note is estimated to result in an annual

maximum of approximately \$_____ of the Pledged Revenues not being available to finance the other services of the Issuer during the life of the Note. This paragraph is provided for informational purposes pursuant to Section 218.385, Florida Statutes and shall not affect or control the actual terms of the Note.

6. The name and address of the Purchaser is as follows:

Synovus Bank
1148 Broadway
Columbus, Georgia 31901

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of _____, 2021.

SYNOVUS BANK

By:_____

Name:

Title:

Town of Pembroke Park, Florida
Non-Ad Valorem Revenue Note, Series 2021
Amortization Schedule

Date	Balance	Interest	Principal	Total	Fiscal Year	
					Total	
8/4/2021	\$ 2,500,000.00					
9/1/2021	\$ 2,500,000.00	\$ 3,675.00	\$ 18,875.27	\$ 22,550.27	\$	22,550.27
10/1/2021	\$ 2,481,124.73	\$ 4,052.50	\$ 18,906.11	\$ 22,958.61		
11/1/2021	\$ 2,462,218.62	\$ 4,021.62	\$ 18,936.99	\$ 22,958.61		
12/1/2021	\$ 2,443,281.64	\$ 3,990.69	\$ 18,967.92	\$ 22,958.61		
1/1/2022	\$ 2,424,313.72	\$ 3,959.71	\$ 18,998.90	\$ 22,958.61		
2/1/2022	\$ 2,405,314.82	\$ 3,928.68	\$ 19,029.93	\$ 22,958.61		
3/1/2022	\$ 2,386,284.89	\$ 3,897.60	\$ 19,061.01	\$ 22,958.61		
4/1/2022	\$ 2,367,223.88	\$ 3,866.47	\$ 19,092.14	\$ 22,958.61		
5/1/2022	\$ 2,348,131.74	\$ 3,835.28	\$ 19,123.33	\$ 22,958.61		
6/1/2022	\$ 2,329,008.41	\$ 3,804.05	\$ 19,154.56	\$ 22,958.61		
7/1/2022	\$ 2,309,853.85	\$ 3,772.76	\$ 19,185.85	\$ 22,958.61		
8/1/2022	\$ 2,290,668.00	\$ 3,741.42	\$ 19,217.19	\$ 22,958.61		
9/1/2022	\$ 2,271,450.81	\$ 3,710.04	\$ 19,248.57	\$ 22,958.61	\$	275,503.32
10/1/2022	\$ 2,252,202.24	\$ 3,678.60	\$ 19,280.01	\$ 22,958.61		
11/1/2022	\$ 2,232,922.23	\$ 3,647.11	\$ 19,311.50	\$ 22,958.61		
12/1/2022	\$ 2,213,610.72	\$ 3,615.56	\$ 19,343.05	\$ 22,958.61		
1/1/2023	\$ 2,194,267.68	\$ 3,583.97	\$ 19,374.64	\$ 22,958.61		
2/1/2023	\$ 2,174,893.04	\$ 3,552.33	\$ 19,406.28	\$ 22,958.61		
3/1/2023	\$ 2,155,486.75	\$ 3,520.63	\$ 19,437.98	\$ 22,958.61		
4/1/2023	\$ 2,136,048.77	\$ 3,488.88	\$ 19,469.73	\$ 22,958.61		
5/1/2023	\$ 2,116,579.04	\$ 3,457.08	\$ 19,501.53	\$ 22,958.61		
6/1/2023	\$ 2,097,077.51	\$ 3,425.23	\$ 19,533.38	\$ 22,958.61		
7/1/2023	\$ 2,077,544.13	\$ 3,393.32	\$ 19,565.29	\$ 22,958.61		
8/1/2023	\$ 2,057,978.84	\$ 3,361.37	\$ 19,597.24	\$ 22,958.61		
9/1/2023	\$ 2,038,381.59	\$ 3,329.36	\$ 19,629.25	\$ 22,958.61	\$	275,503.32
10/1/2023	\$ 2,018,752.34	\$ 3,297.30	\$ 19,661.31	\$ 22,958.61		
11/1/2023	\$ 1,999,091.03	\$ 3,265.18	\$ 19,693.43	\$ 22,958.61		
12/1/2023	\$ 1,979,397.60	\$ 3,233.02	\$ 19,725.59	\$ 22,958.61		
1/1/2024	\$ 1,959,672.00	\$ 3,200.80	\$ 19,757.81	\$ 22,958.61		
2/1/2024	\$ 1,939,914.19	\$ 3,168.53	\$ 19,790.08	\$ 22,958.61		
3/1/2024	\$ 1,920,124.11	\$ 3,136.20	\$ 19,822.41	\$ 22,958.61		
4/1/2024	\$ 1,900,301.70	\$ 3,103.83	\$ 19,854.78	\$ 22,958.61		
5/1/2024	\$ 1,880,446.92	\$ 3,071.40	\$ 19,887.21	\$ 22,958.61		
6/1/2024	\$ 1,860,559.70	\$ 3,038.91	\$ 19,919.70	\$ 22,958.61		
7/1/2024	\$ 1,840,640.01	\$ 3,006.38	\$ 19,952.23	\$ 22,958.61		
8/1/2024	\$ 1,820,687.78	\$ 2,973.79	\$ 19,984.82	\$ 22,958.61		
9/1/2024	\$ 1,800,702.96	\$ 2,941.15	\$ 20,017.46	\$ 22,958.61	\$	275,503.32
10/1/2024	\$ 1,780,685.49	\$ 2,908.45	\$ 20,050.16	\$ 22,958.61		
11/1/2024	\$ 1,760,635.34	\$ 2,875.70	\$ 20,082.91	\$ 22,958.61		

12/1/2024	\$ 1,740,552.43	\$ 2,842.90	\$ 20,115.71	\$ 22,958.61	
1/1/2025	\$ 1,720,436.72	\$ 2,810.05	\$ 20,148.56	\$ 22,958.61	
2/1/2025	\$ 1,700,288.16	\$ 2,777.14	\$ 20,181.47	\$ 22,958.61	
3/1/2025	\$ 1,680,106.69	\$ 2,744.17	\$ 20,214.44	\$ 22,958.61	
4/1/2025	\$ 1,659,892.25	\$ 2,711.16	\$ 20,247.45	\$ 22,958.61	
5/1/2025	\$ 1,639,644.80	\$ 2,678.09	\$ 20,280.52	\$ 22,958.61	
6/1/2025	\$ 1,619,364.28	\$ 2,644.96	\$ 20,313.65	\$ 22,958.61	
7/1/2025	\$ 1,599,050.63	\$ 2,611.78	\$ 20,346.83	\$ 22,958.61	
8/1/2025	\$ 1,578,703.80	\$ 2,578.55	\$ 20,380.06	\$ 22,958.61	
9/1/2025	\$ 1,558,323.74	\$ 2,545.26	\$ 20,413.35	\$ 22,958.61	\$ 275,503.32
10/1/2025	\$ 1,537,910.39	\$ 2,511.92	\$ 20,446.69	\$ 22,958.61	
11/1/2025	\$ 1,517,463.70	\$ 2,478.52	\$ 20,480.09	\$ 22,958.61	
12/1/2025	\$ 1,496,983.62	\$ 2,445.07	\$ 20,513.54	\$ 22,958.61	
1/1/2026	\$ 1,476,470.08	\$ 2,411.57	\$ 20,547.04	\$ 22,958.61	
2/1/2026	\$ 1,455,923.04	\$ 2,378.01	\$ 20,580.60	\$ 22,958.61	
3/1/2026	\$ 1,435,342.43	\$ 2,344.39	\$ 20,614.22	\$ 22,958.61	
4/1/2026	\$ 1,414,728.22	\$ 2,310.72	\$ 20,647.89	\$ 22,958.61	
5/1/2026	\$ 1,394,080.33	\$ 2,277.00	\$ 20,681.61	\$ 22,958.61	
6/1/2026	\$ 1,373,398.72	\$ 2,243.22	\$ 20,715.39	\$ 22,958.61	
7/1/2026	\$ 1,352,683.33	\$ 2,209.38	\$ 20,749.23	\$ 22,958.61	
8/1/2026	\$ 1,331,934.10	\$ 2,175.49	\$ 20,783.12	\$ 22,958.61	
9/1/2026	\$ 1,311,150.98	\$ 2,141.55	\$ 20,817.06	\$ 22,958.61	\$ 275,503.32
10/1/2026	\$ 1,290,333.92	\$ 2,107.55	\$ 20,851.06	\$ 22,958.61	
11/1/2026	\$ 1,269,482.85	\$ 2,073.49	\$ 20,885.12	\$ 22,958.61	
12/1/2026	\$ 1,248,597.73	\$ 2,039.38	\$ 20,919.23	\$ 22,958.61	
1/1/2027	\$ 1,227,678.50	\$ 2,005.21	\$ 20,953.40	\$ 22,958.61	
2/1/2027	\$ 1,206,725.10	\$ 1,970.98	\$ 20,987.63	\$ 22,958.61	
3/1/2027	\$ 1,185,737.47	\$ 1,936.70	\$ 21,021.91	\$ 22,958.61	
4/1/2027	\$ 1,164,715.56	\$ 1,902.37	\$ 21,056.24	\$ 22,958.61	
5/1/2027	\$ 1,143,659.32	\$ 1,867.98	\$ 21,090.63	\$ 22,958.61	
6/1/2027	\$ 1,122,568.69	\$ 1,833.53	\$ 21,125.08	\$ 22,958.61	
7/1/2027	\$ 1,101,443.61	\$ 1,799.02	\$ 21,159.59	\$ 22,958.61	
8/1/2027	\$ 1,080,284.02	\$ 1,764.46	\$ 21,194.15	\$ 22,958.61	
9/1/2027	\$ 1,059,089.88	\$ 1,729.85	\$ 21,228.76	\$ 22,958.61	\$ 275,503.32
10/1/2027	\$ 1,037,861.11	\$ 1,695.17	\$ 21,263.44	\$ 22,958.61	
11/1/2027	\$ 1,016,597.68	\$ 1,660.44	\$ 21,298.17	\$ 22,958.61	
12/1/2027	\$ 995,299.51	\$ 1,625.66	\$ 21,332.95	\$ 22,958.61	
1/1/2028	\$ 973,966.56	\$ 1,590.81	\$ 21,367.80	\$ 22,958.61	
2/1/2028	\$ 952,598.76	\$ 1,555.91	\$ 21,402.70	\$ 22,958.61	
3/1/2028	\$ 931,196.06	\$ 1,520.95	\$ 21,437.66	\$ 22,958.61	
4/1/2028	\$ 909,758.40	\$ 1,485.94	\$ 21,472.67	\$ 22,958.61	
5/1/2028	\$ 888,285.73	\$ 1,450.87	\$ 21,507.74	\$ 22,958.61	
6/1/2028	\$ 866,777.99	\$ 1,415.74	\$ 21,542.87	\$ 22,958.61	
7/1/2028	\$ 845,235.12	\$ 1,380.55	\$ 21,578.06	\$ 22,958.61	
8/1/2028	\$ 823,657.06	\$ 1,345.31	\$ 21,613.30	\$ 22,958.61	
9/1/2028	\$ 802,043.75	\$ 1,310.00	\$ 21,648.61	\$ 22,958.61	\$ 275,503.32
10/1/2028	\$ 780,395.15	\$ 1,274.65	\$ 21,683.96	\$ 22,958.61	

11/1/2028	\$ 758,711.18	\$ 1,239.23	\$ 21,719.38	\$ 22,958.61	
12/1/2028	\$ 736,991.80	\$ 1,203.75	\$ 21,754.86	\$ 22,958.61	
1/1/2029	\$ 715,236.95	\$ 1,168.22	\$ 21,790.39	\$ 22,958.61	
2/1/2029	\$ 693,446.56	\$ 1,132.63	\$ 21,825.98	\$ 22,958.61	
3/1/2029	\$ 671,620.57	\$ 1,096.98	\$ 21,861.63	\$ 22,958.61	
4/1/2029	\$ 649,758.95	\$ 1,061.27	\$ 21,897.34	\$ 22,958.61	
5/1/2029	\$ 627,861.61	\$ 1,025.51	\$ 21,933.10	\$ 22,958.61	
6/1/2029	\$ 605,928.51	\$ 989.68	\$ 21,968.93	\$ 22,958.61	
7/1/2029	\$ 583,959.58	\$ 953.80	\$ 22,004.81	\$ 22,958.61	
8/1/2029	\$ 561,954.77	\$ 917.86	\$ 22,040.75	\$ 22,958.61	
9/1/2029	\$ 539,914.02	\$ 881.86	\$ 22,076.75	\$ 22,958.61	\$ 275,503.32
10/1/2029	\$ 517,837.27	\$ 845.80	\$ 22,112.81	\$ 22,958.61	
11/1/2029	\$ 495,724.46	\$ 809.68	\$ 22,148.93	\$ 22,958.61	
12/1/2029	\$ 473,575.53	\$ 773.51	\$ 22,185.10	\$ 22,958.61	
1/1/2030	\$ 451,390.43	\$ 737.27	\$ 22,221.34	\$ 22,958.61	
2/1/2030	\$ 429,169.09	\$ 700.98	\$ 22,257.63	\$ 22,958.61	
3/1/2030	\$ 406,911.46	\$ 664.62	\$ 22,293.99	\$ 22,958.61	
4/1/2030	\$ 384,617.47	\$ 628.21	\$ 22,330.40	\$ 22,958.61	
5/1/2030	\$ 362,287.07	\$ 591.74	\$ 22,366.87	\$ 22,958.61	
6/1/2030	\$ 339,920.19	\$ 555.20	\$ 22,403.41	\$ 22,958.61	
7/1/2030	\$ 317,516.79	\$ 518.61	\$ 22,440.00	\$ 22,958.61	
8/1/2030	\$ 295,076.79	\$ 481.96	\$ 22,476.65	\$ 22,958.61	
9/1/2030	\$ 272,600.14	\$ 445.25	\$ 22,513.36	\$ 22,958.61	\$ 275,503.32
10/1/2030	\$ 250,086.77	\$ 408.48	\$ 22,550.13	\$ 22,958.61	
11/1/2030	\$ 227,536.64	\$ 371.64	\$ 22,586.97	\$ 22,958.61	
12/1/2030	\$ 204,949.67	\$ 334.75	\$ 22,623.86	\$ 22,958.61	
1/1/2031	\$ 182,325.81	\$ 297.80	\$ 22,660.81	\$ 22,958.61	
2/1/2031	\$ 159,665.00	\$ 260.79	\$ 22,697.82	\$ 22,958.61	
3/1/2031	\$ 136,967.18	\$ 223.71	\$ 22,734.90	\$ 22,958.61	
4/1/2031	\$ 114,232.28	\$ 186.58	\$ 22,772.03	\$ 22,958.61	
5/1/2031	\$ 91,460.25	\$ 149.39	\$ 22,809.22	\$ 22,958.61	
6/1/2031	\$ 68,651.02	\$ 112.13	\$ 22,846.48	\$ 22,958.61	
7/1/2031	\$ 45,804.54	\$ 74.81	\$ 22,883.80	\$ 22,958.61	
8/1/2031	\$ 22,920.75	\$ 37.44	\$ 22,920.75	\$ 22,958.19	\$ 252,544.29
Totals		\$ 254,624.44	\$ 2,500,000.00	\$ 2,754,624.44	\$ 2,754,624.44

RESOLUTION NO. 2021-040

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REVENUE NOTE, SERIES 2021 OF THE TOWN IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,500,000, TO (I) FINANCE THE COST OF THE PROJECT, AND (II) PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE TOWN PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Town of Pembroke Park, Florida, and other applicable provisions of law (collectively, the “Act”).

Section 2. Definitions. All capitalized undefined terms shall have the same meanings as set forth in this Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

“Ad Valorem Revenues” shall mean all revenues of the Town derived from the levy and collection of ad valorem taxes that are allocated to and accounted for in the General Fund.

“Adjusted General Government, Law Enforcement and Fire Protection Expenditures” shall mean (i) General Government, Law Enforcement and Fire Protection Expenditures, less (ii) General Government, Law Enforcement and Fire Protection Expenditures which are paid from Ad Valorem Revenues.

“Available Non-Ad Valorem Revenues” shall mean Non-Ad Valorem Revenues less Adjusted General Government, Law Enforcement and Fire Protection Expenditures.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which banks in Broward County, Florida are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Debt Service Fund” shall mean the Debt Service Fund established with respect to the Note pursuant to Section 11 hereof.

“Default Rate” shall mean the lesser of five (5) percentage points in excess of the Owner’s Prime Rate of interest charged at the time of the default or the maximum legal interest rate. The Default Rate shall only apply for interest during the period between when the default occurs and when it is cured by the Town.

“Fiscal Year” shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

“General Fund” shall mean the “General Fund” of the Town as described and identified in the Comprehensive Annual Financial Report of the Town.

“General Government, Law Enforcement and Fire Protection Expenditures” shall mean general governmental, law enforcement and fire protection services provided by the Town in the General Fund, the expenditures for which are currently set forth as the line items entitled “General Government,” “Law Enforcement” and “Fire Protection” in the Town’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2020, and any equivalent line items in any future financial statements of the Town.

“Maturity Date” shall mean September 1, 2031.

“Mayor” shall mean the Mayor or Vice-Mayor of the Town.

“Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town other than Ad Valorem Revenues.

“Note” shall mean the Town’s Non-Ad Valorem Revenue Note, Series 2021 authorized by Section 4 hereof.

“Note Counsel” shall mean, Bryant Miller Olive P.A., or other national recognized bond counsel firm.

“Original Purchaser” shall mean Synovus Bank.

“Owner” shall mean the Person in whose name or names the Note shall be registered on the books of the Town kept for that purpose in accordance with provisions of this Resolution. The Original Purchaser shall be the initial Owner of the Note.

“Permitted Investments” shall mean any legal investments under the laws of the State and the written investment policy of the Town.

“Permitted Lender” shall mean any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company, “accredited investor” as such term is defined

in the Securities Act of 1933, or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933.

“Person” shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Revenues” shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

“Prime Rate” means the base, reference or other rate designated by the Owner as its “prime rate”, or if the Owner does not designate a prime rate, the rate published from time to time by the Wall Street Journal as the “U.S. Prime Rate.” The Prime Rate is not necessarily the lowest or best rate of interest offered by the Owner to any borrower or class of borrowers.

“Project” shall mean the acquisition of certain equipment and vehicles and the buildout of space for a new public safety division.

“Project Fund” shall mean the Project Fund established with respect to the Note pursuant to Section 12 hereof.

“Resolution” shall mean this resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

“State” shall mean the State of Florida.

“Town” shall mean the Town of Pembroke Park, Florida, a Florida municipal corporation.

“Town Attorney” shall mean Melissa Anderson, Esq.

“Town Clerk” shall mean the Town Clerk of the Town or any assistant or deputy Town Clerk.

“Town Finance Director” shall mean the Budget and Finance Director.

“Town Manager” shall mean the Town Manager of the Town or any acting Town Manager.

Section 3. Findings.

(A) For the benefit of its citizens, the Town finds, determines and declares that it is necessary for the continued preservation of the public safety, health, welfare and convenience of the Town to finance the cost of the Project. Issuance of the Note to finance the cost of the Project satisfies a public purpose.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal of and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(C) The Town shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the town limits of the Town.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Town, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(E) The Town has received an offer from the Original Purchaser to purchase the Note.

Section 4. Authorization of Note and Use of Proceeds. Subject and pursuant to the provisions of this Resolution, an obligation of the Town to be known as the “Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021” is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$2,500,000, for the purpose of (i) financing the cost of the Project, and (ii) paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is also authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Town to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Town shall receive from the Original Purchaser a Purchaser’s Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town and the Owner. The covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the Owner, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

Section 6. Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Town and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Note shall have a fixed interest rate of 1.96% per annum (subject to adjustment upon the occurrence of certain events as provided in the Note) calculated on a 30/360-day basis, provided that if the closing does not occur by August 27, 2021, the rate shall reset as set forth in the Original Purchaser's proposal dated June 10, 2021.

(B) Principal and Interest Payment Dates. Principal and interest on the Note shall be paid monthly on the first day of each month, commencing October 1, 2021, in the amounts and on the dates set forth in the Note.

(C) Prepayment of the Note. On or before September 1, 2024, the Note may be prepaid in whole or in part at the option of the Town at any time at a premium of 102%. After September 1, 2024, the Note may be prepaid in whole or in part at the option of the Town at any time without premium or penalty.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the Town Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the Town Manager.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

Section 7. Execution and Authentication of Note. The Note shall be executed in the name of the Town by the Mayor, attested by the Town Clerk, and approved as to form by the Town Attorney, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the Town by any person who at the actual time of the execution of such Note shall hold the appropriate office in the Town, although at the date thereof the person may not have been so authorized.

Section 8. Registration and Exchange of the Note; Person Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Town will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Note may be transferred only to Permitted Lenders and may only be transferred in whole.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 9. Note Mutilated, Destroyed, Stolen or Lost. In case any of the Note shall become mutilated, or be destroyed, stolen or lost, the Town shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Town proof of ownership thereof and indemnity reasonably

satisfactory to the Town and complying with such other reasonable regulations and conditions as the Town may prescribe and paying such expenses as the Town may incur. The Note so mutilated, destroyed, stolen, or lost shall be canceled upon the issuance of the new Note.

Section 10. Payment of Principal and Interest; Limited Obligation. The Town promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Town as a “bond” within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable from and solely secured by the Pledged Revenues in accordance with the terms hereof. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Town except from the Pledged Revenues as described herein.

Section 11. Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the Town covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund (hereinafter created) not later than 5 days prior to each date on which principal of and interest on the Note is due, amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Town to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Town further acknowledges and agrees that the obligations of the Town to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Town from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Town hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or

constitute a mortgage or lien upon any assets owned by the Town and no holder of the Note nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Town or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder. The obligation of the Town to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Town. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Town shall never be obligated to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Town hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Town, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Town.

There is hereby created and established the "Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 Debt Service Fund" (the "Debt Service Fund"), which fund shall be a trust fund for legal purposes held by the Town, which shall be held solely for the benefit of the holder of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Town for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Town may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Town the duties of the Town in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Town and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Town on deposit in the Debt Service Fund and other amounts on deposit from time to time

in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

Section 12. Application of Proceeds of Note. Proceeds from the sale of the Note, together with other legally available funds of the Town, shall be applied as follows:

A) The Town shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note; and

B) The remaining funds shall be deposited into the Project Fund (hereinafter created) from time to time and used to finance the cost of the Project.

The Town covenants and agrees to establish a special fund to be designated "Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Town for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Town's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Moneys in the Debt Service Fund and/or the Project Fund may be invested and reinvested in Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund and/or the Project Fund may be used to pay debt service on the Note.

Section 13. Tax Covenant. The Town covenants to the Owner that the Town will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Town will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner for purposes of federal income taxation.

Section 14. Impairment of Contract. The Town covenants with the Owner that it will not, without the written consent of the Owner, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner hereunder.

Section 15. 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 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).

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed at an interest rate equal to the higher of 4% per annum or The Bond Buyer Index on the Business Day next preceding the date of the issuance of such debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 30 years (from the date of calculation) on a level debt service basis. In the event that the Town is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" means indebtedness if 25% or more of the principal amount thereof comes due in any one year.

Section 16. Budget and Financial Information; Other Covenants. While the Note remains outstanding, the Town makes the following covenants:

(A) The Town shall provide the Owner with a copy of its annual budget within 45 days after the adoption of its annual budget.

(B) The Town shall provide the Owner with annual financial statements for each Fiscal Year of the Town when available and in no event later than 210 days after the close of such Fiscal Year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant and accompanied by an audit opinion of such accountant without qualification. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

(C) The Town agrees that any and all records of the Town related to the Note shall be open to inspection by the Owner or its representatives at all reasonable times at the office of the Town.

(D) 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 Owner provide evidence of such coverage to the Owner.

(E) The Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.

(F) The 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.

(G) The Town will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve.

Section 17. Events of Default; Remedies of Owner. The following shall constitute “Events of Default”:

(A) if the Town fails to pay any payment of principal of or interest on the Note as the same becomes due and payable, whether by maturity or otherwise; or

(B) if the Town defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth the other subsections of this Section 17) and fails to cure the same within thirty (30) days after (i) notice thereof to the Town by the Owner or (ii) the Owner is notified of such noncompliance or should have been notified, whichever is earlier; or

(C) any representation or warranty made in writing by or on behalf of the Town in this Resolution or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(D) 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

(E) the Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a 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

(F) 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; or

(G) 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.

The Town shall within ten (10) days after the Town Finance Director has acquired knowledge thereof, notify the Owner in writing upon the happening, occurrence, or existence of any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Owner, a detailed statement of all relevant facts and the action being taken or proposed to be taken by the Town with respect thereto, by the Town Finance Director or a responsible officer of the Town with knowledge of such Event of Default. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Upon an Event of Default pursuant to Section 17(A) above (the "Monetary Default"), the Interest Rate on the Note shall increase to the Default Rate. The Default Rate shall only apply for interest accrued during the period between when the Monetary Default occurs and when it is cured by the Town.

Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Town.

Section 18. Bank Qualified. The Town hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Town and any subordinate entities of the Town and any issuer of "tax-exempt" debt that issues "on behalf of" the Town do not reasonably expect during the calendar year 2021 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

Section 19. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 20. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 21. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this Resolution as

originally executed. Use of the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 23. Authorization of Other Action. The Mayor, Town Manager, the Town Finance Director, Town Attorney and Town Clerk are each designated agents of the Town in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Town which are necessary or desirable in connection with the execution and delivery of the Note to the Original Purchaser.

Section 24. Jury Trial Waiver. The Town and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or, the Note or any other document executed in connection with the issuance of the Note.

Section 25. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner.

Section 26. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Town and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Town and the Owner.

Section 27. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 28. Severability. If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note delivered hereunder.

Section 29. Notices. Any notice or other communication to be given to the Original Purchaser under this Resolution shall be given by delivering the same in writing to 1148 Broadway, Columbus, Georgia 31901 Attention: Loan Operations with a copy to 2325 Vanderbilt Beach Road, Naples, Florida 34109 Attention: Jim Mitchell, Senior Director,

Government Solutions Group or such other address as the Owner may designate to the Town in writing.

Section 30. No Advisory or Fiduciary Relationship. In connection with the Original Purchaser's purchase of the Note, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Town acknowledges and agrees, that: (a) (i) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Original Purchaser is not acting as a municipal advisor or financial advisor to the Town, and (iv) the Original Purchaser has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Original Purchaser has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Original Purchaser is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town or any other Person and (ii) the Original Purchaser has no obligation to the Town with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Original Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Original Purchaser has no obligation to disclose any of such interests to the Town. The Town acknowledges that the Original Purchaser is purchasing the Note pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 31. 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 25TH DAY OF AUGUST, 2021.

By: _____
GEOFFREY JACOBS
Mayor Commissioner

ATTEST

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency:

MELISSA P. ANDERSON, ESQ.
Town Attorney

EXHIBIT A

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS A PERMITTED INVESTOR AS SUCH TERM IS DEFINED IN THE RESOLUTION.

[FORM OF NOTE]

Dated Date: _____, 2021 \$ _____

Interest Rate 1.96%
(subject to adjustment as described herein)

STATE OF FLORIDA
BROWARD COUNTY, FLORIDA
TOWN OF PEMBROKE PARK, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that Town of Pembroke Park, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Synovus Bank or registered assigns (hereinafter, the "Owner"), the principal sum of \$ _____, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of September 1, 2031.

Presentation of this Note shall not be required for final payment, but the Owner shall remit this Note to the Issuer within a reasonable amount of time after final payment marked "paid in full" or its equivalent.

Principal and interest shall be payable to monthly on the first day of each month, commencing on October 1, 2021 (each "Interest Payment Date"), as provided on Schedule I attached hereto, unless earlier prepaid.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

On or before September 1, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time at a premium of 102%. After September 1, 2024, this Note may be prepaid in whole or in part at the option of the Issuer at any time without penalty.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which

is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE HOLDER OF THIS NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and Resolution No. ____ duly adopted by the Issuer on August ____, 2021, as amended and supplemented from time to time (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Upon the event of a Monetary Default, the Interest Rate on the Note shall increase to the Default Rate. The Default Rate shall only apply for interest accrued during the period between when the Monetary Default occurs and when it is cured by the Issuer.

Upon the occurrence of a Determination of Taxability, the Interest Rate on this Note shall be adjusted to a rate equal to the Interest Rate otherwise borne by this Note thereby divided by (1 minus the then maximum federal corporate income tax rate applicable to the Owner) (the “Taxable Rate”) calculated on the basis of a 360-day year of twelve 30-day months, as of and from the date of such Determination of Taxability would be applicable with respect to the Note (the “Accrual Date”); and (i) the Issuer shall on the next Interest Payment Date (or if this Note shall have matured, within thirty (30) days after demand by the Owner) hereon pay to the Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Taxable Rate from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (B) the actual interest paid by the Issuer on this Note from the Accrual Date to such Interest Payment Date (or payment date following such demand), and (2) any interest and penalties required to be paid as a result of any such Determination of Taxability; and (ii) from and after the Determination of Taxability, this Note shall continue to bear interest at the Taxable Rate for the period such determination continues to

be applicable with respect to this Note. The adjustment shall survive payment of this Note until such time as the federal statute limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

“Determination of Taxability” shall mean that as a consequence of the action or inaction of the Issuer, all or a portion of the interest accrued or paid on all or any portion of this Note is not excludable from the gross income of the Owner (or any former Owner) of this Note for federal income tax purposes, as determined by such Owner (or any former Owner).

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the Mayor and attested by the Town Clerk and approved as to form by the Town Attorney, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Dated Date above.

FLORIDA
(SEAL)

TOWN OF PEMBROKE PARK,

By: _____
Name: Geoffrey Jacobs
Title: Mayor Commissioner

ATTEST:

By: _____
Name: Marlen D. Martell
Title: Town Clerk

Approved as to form and legal sufficiency:

By: _____
Name: Melissa P. Anderson, Esq.
Title: Town Attorney

SCHEDULE I
DEBT SERVICE SCHEDULE

Dates

Principal
Amounts

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Synovus Bank (the "Purchaser") has not required the Town of Pembroke Park, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$_____ Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Note Counsel or the Town Attorney as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by Melissa Anderson, Esq., Town Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in Resolution No. _____ adopted by the Town Commission of the Issuer on August ____, 2021 (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the Town Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note primarily as an investment for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Note may be transferred only to Permitted Lenders and may only be transferred in whole.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are either (i) a “qualified institutional buyer” as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended; or (ii) an “accredited investor” as defined in Rule 501 promulgated under the Securities Act of 1933, as amended, consisting of a bank, insurance company, registered investment company, business development company, or small business investment company.

DATED this _____ day of _____, 2021.

SYNOVUS BANK

By:_____

Name:

Title:

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the Town of Pembroke Park, Florida (the "Issuer") for the private purchase of its \$_____ Town of Pembroke Park, Florida Non-Ad Valorem Revenue Note, Series 2021 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Bank Counsel Fee -- \$7,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued to fund the Project, as defined in the Resolution. Unless earlier prepaid, the Note is expected to be repaid on September 1, 2031. At an interest rate of 1.96%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in Resolution No. _____ of the Issuer adopted on August _____, 2021 (the "Resolution"). Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Resolution. Issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of the Pledged Revenues not being available to finance the other services of the Issuer during the life of the Note. This Disclosure Letter is provided for

informational purposes pursuant to Section 218.385, Florida Statutes and shall not affect or control the actual terms of the Note.

6. The name and address of the Purchaser is as follows:

Synovus Bank
1148 Broadway
Columbus, Georgia 31901

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this _____ day of _____, 2021.

SYNOVUS BANK

By: _____
Name:
Title:



MEMORANDUM

DATE: June 18, 2021

TO: Juan Carlos Jimenez, Town Manager

CC: Melissa Anderson, Town Attorney
Harry Taubenfeld, Finance Director

FROM: Yolanda Menegazzo, Human Resources

SUBJECT: Miguel Nunez, Building Official from Part-Time Status to Full-Time Status

Miguel Nunez, Building Official was hired on June 13, 2019 with the Town of Pembroke Park. Mr. Nunez would like to be considered as a Full-Time Status employee with the Town of Pembroke Park.

Mr. Nunez currently earns as a Part-Time Building Official \$60,000.00 annually working an average of 29 hours per week or less, which he is not entitled to any Town benefits with the exception of the Florida Retirement System.

As a Full-Time Building Official, Mr. Nunez would like the Commission to consider an annual salary of \$125,000.00, of which he would be working an average of 40 hours or more per week and would be entitled to the additional Town benefits for health insurance and paid time off. Again, Mr. Nunez is already enrolled in the Florida Retirement System.

In addition to his role as the Chief Building Official for the Town, he would be undertaking the structural inspections and structural plan reviews, Flood Plain Management, CRS Coordinator, and the administration and implementation of the newly proposed Amnesty Program. Although the objective would not be to completely eliminate the relationship with CAP for inspections and plan review services, the in-house Building Official would facilitate a significant reduction in services estimated at approximately \$25,000.00 annually. CAP would still be a vendor of the Town to provide services as needed.

Should the Town Commission approve of this change for the Building Official to be Full-Time, the effective date will be the day after the Commission Meeting.

Lastly, Mr. Nunez would like to emphasize his long-term commitment to the Town of Pembroke Park.



The Town of Pembroke Park Job Description

Chief Building Official

EEO Class Code: First/Mid Offs & Mgrs.

Union Status: Unclassified

FLSA Code: Exempt

Department: Building

Supervises: All Building & Code Staff

Position Reports To: Town Manager

Sworn: No

Job Specifications

NATURE OF WORK

Manages, supervises, and coordinates the work and services of the Building and Code Enforcement Departments by ensuring enforcement of building codes as adopted by the Town Commission and Florida Building Code. Ensures reasonable building standards by regulating methods of design and use of materials involved in every aspect of numerous construction projects, including all associated systems, such as electrical, plumbing, mechanical, and fire suppression to safeguard life, health, safety, accessibility, energy conservation, to protect property values, and public welfare. Develops the Department's short and long term strategic operating plans and programs. Develops and maintains partnerships with Town Divisions and Departments, property owners, contractors, and vendors. Also supervises and directs the operations of the Code Enforcement Department.

ILLUSTRATIVE TASKS

Tasks required of those in the position of Chief Building Official include but are not limited to:

- Assume management responsibility for assigned services and activities of the Building Department including enforcement, interpretation, and implementation of the County's and State of Florida building codes, customer service at the front counter, application intake, plan review, issuance of building permits, and building inspections.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service, and staffing levels.
- Visit construction sites and conduct building code inspections in as needed basis.

Page 1 of 5

Chief Building Official Job Description Updated: 06/2021

- Conduct job-site evaluations of construction projects for the purpose of monitoring/enforcing compliance with approved plans and code requirements.
- Oversee and participate in the management of a comprehensive building inspection and enforcement program.
- Plan, direct, coordinate, and review the work plan for building inspection staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Select, train in building code issues, motivate, and evaluate building inspection personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination as determine by Human Resources provided procedures.
- Oversee and participate in the development and administration of the Division's annual budget; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
- Administer the building permit appeals process; administer permit tracking system and building inspection records maintenance.
- Participate in and manage the building inspection function related to structural, plumbing, electrical and mechanical standards, and other building site issues, ensuring compliance with all applicable codes and regulations.
- Assign, supervise, and review plans and specifications relating to electrical, plumbing, mechanical, energy conservation, access compliance, and other building code requirements.
- Serve as the liaison for the Building Inspection Division with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues.
- Work with professional architects, engineers, builders, and the public.
- Formulate and apply uniform policies and standards for the building inspection programs; formulate, interpret, and explain specific building codes, ordinances and administrative orders.
- Research regulations, procedures and/or technical materials relating to building codes and enforcement.
- Represent the Town before other agencies and groups on building inspection and enforcement matters.
- Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
- Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to inspection programs, policies, and procedures as appropriate.
- Prepare clear and concise administrative and financial reports.
- Attend and participate in professional group meetings and code hearings; maintain awareness of new trends and developments in the field of building inspection; incorporate new developments as appropriate.
- Respond to and resolve difficult and sensitive customer inquiries and complaints.
- Serve as the Chief Structural Inspector.
- Serve as the Floodplain Administrator.
- Serve as a structural Plans Examiner.
- Serve as a structural Field Inspector in as needed basis.
- Supervise the subordinate chief inspectors, plans examiners and field inspectors including outsourced staff.
- Manage flood hazards in accordance with FEMA.

Page 2 of 5

Chief Building Official Job Description Updated: 06/2021

- Performs inspections in compliance with Florida Building Code, Town Ordinances, and State Law.
- Creates the budget for the Building Department & Code Departments.
- Supervises and directs all activities and operations within the Code Department, including implementation and administration of Code Compliance programs.
- Administration and implementation of the newly proposed Amnesty Program.
- Attends meetings with the Commission and conducts presentations detailing the current affairs of the Building Department.
- Perform related duties as required by the Town Manager.

KNOWLEDGE, SKILLS AND ABILITIES

The Employee demonstrates considerable knowledge and is guided by the principles of personal and professional integrity; community engagement; equity and inclusion; staff effectiveness; and personal resiliency and development. The employee is also expected to lead by example and demonstrate the highest level of ethics.

The Employee is expected to have:

Knowledge of:

- Operational characteristics, services, and activities of a building and code inspection and enforcement program.
- Principles and practices of building inspection.
- Principles and practices of program development and administration.
- Methods and techniques of construction.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Legal processes and considerations involved in prosecution of violations of the building codes and ordinances.
- Fire safety codes; uniform codes affecting building inspection.
- Working knowledge of seismic and energy considerations in design and construction of buildings and structures.
- Grading, erosion control, drainage and flood control methods and standards.
- Pertinent federal, state, and local laws, codes, and regulations related to zoning, building construction, electrical work, plumbing and gas installations and mobile homes.
- Floodplain Management regulations (CRS, NFIP, FEMA and Town Ordinances)

Skills:

- Read, interpret, and analyze plans for major structures.
- Ability to oversee, direct and coordinate the work of subordinates.
- Make effective presentations before large and small groups of people.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.

Page 3 of 5

Chief Building Official Job Description Updated: 06/2021

- Interpret and apply federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.

MINIMUM REQUIREMENTS

- Bachelor's Degree in Architecture, Engineering, Construction Technology, Planning, or a related field.
- Ability be certified by the Broward County Board of Rules and Appeals (BORA) in the Building Official, Structural Chief Inspector, Structural Plan Examiner and Structural Inspector categories.
- Possession of a Plans Examiner certification from the International Code Council (ICC) and the State of Florida required.
- Possession of a Standard Building Inspector certification from the International Code Council (ICC) and the State of Florida required.
- Possession of a Building Official certification from the International Code Council (ICC) and the State of Florida required.
- Must be a State of Florida, Licensed General Contractor, Professional Engineer, or Registered Architect.
- Must be certified by the Florida Association of Code Enforcement (FACE), level I, II, III and IV, within two (2) years of appointment.
- Ten (10) years of experience as a Chief Structural Inspector.
- Extensive knowledge of all functions relevant to the processing and approval of building construction projects in the respective trade/discipline, e.g. plan review, licensing, permitting, inspections and a minimum of five (5) years in the code enforcement field.
- An equivalent combination of education and experience may be considered.

PHYSICAL REQUIREMENTS AND WORKING ENVIRONMENT

The physical demands described here are representative of those that must be met by a team member to successfully perform the essential duties and functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to work outdoor setting and perform inspection, which may require climbing ladders, standing, or sitting for extended periods of time, traveling to various work locations, and lifting and carrying light to moderate objects.
- Regularly required to stand, sit, see, speak, hear, and use hands and fingers to operate a computer, telephone, or other electronic device.
- Occasional light to moderate lifting of office products and supplies may be required.

The work environment characteristics described here are representative of those a team member encounters while performing the essential duties and functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Moderate noise (business office with computers, telephones, printers, fax machines, photocopiers, filing cabinets, and light traffic)
- Ability to work within a confined area
- Ability to work in a computer station for an extended period
- The employee is subject to working in inside and outside environments including extreme hot and cold weather
- The employee may be subject to work hazards including loud noise, vibrations, moving mechanical parts, exposure to chemicals, fumes, odors, poor ventilation, and oils.
- Work subjects' employees to the final OSHA standards on blood borne pathogens
- The physical environment requires the employee to work inside and outside in heat/cold, wet/humid, and dry/arid conditions.
- May be requested to work overtime and weekends for special town events.

RESOLUTION NO. 2021-041

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

WHEREAS, Chapter 2, Article III, Division 4, Pembroke Park Code of Ordinances,
created the office of Public Services Director and provides for the Public Services Director's
appointment, compensation, duties, responsibilities, and related matters for the office of Public
Services Director; and

WHEREAS, Town Commission has solicited applications from qualified candidates to
serve as Public Services Director; and

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

WHEREAS, the Town Commission desires to select and hire _____ to serve
as the Public Services Director.

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

Section 1: That the Town Commission hereby selects and hires _____
to serve as Public Services Director for the Town of Pembroke Park.

Section 2: That _____ shall serve as Public Services Director at the
pleasure of the Town Commission, and he shall receive annual compensation in an amount of
_____ (\$_____) Dollars for the performance of the duties of Public Services
Director.

Town of Pembroke Park
Resolution No. 2021-041

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

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

PASSED AND ADOPTED this 21st day of July, 2021.

ATTEST:

GEOFFREY JACOBS
Mayor Commissioner

MARLEN D. MARTELL
Town Clerk

Approved as to form and legal sufficiency

MELISSA P. ANDERSON
Town Attorney

L:\Lissette\Chris\Town of Pembroke Park\Resolutions\2020\Resolution N0. 2020- Public Services Director.FN24609E.docx

GEORGE ALLEN
PUBLIC WORKS DIRECTOR

PHONE (912) 661-9559
GEORGEFRANKALLEN@GMAIL.COM

May 5, 2021

Town of Pembroke Park
Pembroke Park, Florida

To whom it may concern,

Please accept my resume and cover letter for the Town of Pembroke Park, Florida Public Service Director position. With 30 plus years working in municipal government I have found my talents and experience to match your requirements for the position.

Serving as Public Works Director the past three years has allowed me the opportunity to direct the day-to-day operations of Public Works to help facilitate the vision and directives of the municipal agency. It has also placed me in a position to work closely with other agencies and groups. In addition, this experience gives me the ability to effectively prepare a budget, monitor it and execute it in the proper manner.

As Director, I have collaborated with Police, Fire, Human Resources,

GEORGE ALLEN
PUBLIC WORKS DIRECTOR

PHONE (912) 661-9559
GEORGEFRANKALLEN@GMAIL.COM

Finance, Development Services, and other departments and agencies to achieve common goals.

I am also a firm believer in continual training, education and growth that can foster an environment in which customers receive high levels of service and employees are motivated to deliver top performance.

I welcome the opportunity to discuss my potential contributions to the Village of Palm Springs, Florida.

Thank you in advance,

George Allen

Objective

I am seeking the position of Public Works Director. I am proactive, a team player and a visionary desiring the opportunity to assist the Town of Pembroke Park in its pursuit of excellence. My ability to clearly express myself orally and in writing has lent itself to my having effective working relationships with others. My past job experience has provided me the tools necessary to interact with other officials, departments, and vendors for the good of all involved.

Summary of experience

GEORGE ALLEN
PUBLIC WORKS DIRECTOR

PHONE (912) 661-9559

GEORGEFRANKALLEN@GMAIL.COM

09/2019 – March 2021

Bryan County, Georgia Director of Public Works

Implemented the departments first asset management system, improved accountability and productivity within department, hired an assistant public works director, began writing policies and procedures, decreased the operating budget by 3%, recommended developing a stormwater management plan, restructured the organizational chart, hired fifteen new staff, lead the department through several major projects including paving the previously dirt public works yard.

05/2018 – 08/2019

City of Fort Smith, Arkansas Director of Streets & Traffic Control

Direct Streets & Traffic Control Operations. Including but not limited to Drainage, Streets, Fleet Maintenance and Traffic Operations. Ensuring the efficient and effective operations of those divisions. Assure compliance with all applicable policies, procedures, codes, and regulations. Performs routine and complex engineering evaluations related to field operations including technical and supervisory work as required.

- Write vehicle and equipment specifications
- Pay invoices, give financial and budget oversight
- Oversee and direct all departmental construction and maintenance operations
- Development and oversight of Public Works Operating and Capital budgets
- Vital role in Emergency Management Operations
- Ensure Department adheres to safety standards

GEORGE ALLEN
PUBLIC WORKS DIRECTOR

PHONE (912) 661-9559

GEORGEFRANKALLEN@GMAIL.COM

- Manage City vehicles and equipment purchases
- Secure bids and manage contracts for vendor services
- Attend City bi-weekly department head meetings
- Recommend employee hiring and termination
- Meet with public, city staff, and vendors

08/2015 – 05/2018

City of Kissimmee, Florida Assistant Public Works Director Operations

Direct and supervise Public Works Operations. Including but not limited to Sanitation, Drainage, Streets, Fleet Maintenance, Traffic Operations and Facilities Maintenance. Ensuring the efficient and effective operations of those divisions. Assure compliance with all applicable policies, procedures, codes, and regulations. Performs routine and complex engineering evaluations related to field operations including technical and supervisory work as required.

- Direct emergency management operations for Public Works
- Manage City's fuel inventory for more than one year
- Ensure Department adheres to safety standards
- Utilize Fuel Master, Naviline and Innoprise software
- Secure bids and manage contracts for vendor services
- Recommend employee hiring and termination
- Met with public, city staff, and vendor
- Prepare and execute budget

Barry University

Upon the recommendation of the Faculty, the Board of Trustees
has conferred on

George Frank Allen

the degree of

Bachelor of Public Administration

in recognition of the satisfactory fulfillment of the requirements
pertaining to this degree.

Given this tenth day of March, two thousand and twelve
in Miami Shores, Miami-Dade County, Florida.

Walter Fred Steadman
Sister Linda Steadman, M.B.
President



Carl Lee Adams
Carol Lee Adams, M.B.
Vice President

Expired 2008

Shows knowledge and competency of roadway paving and maintenance, stormwater drainage and water and sewer infrastructure construction and maintenance, concrete construction and maintenance, project management and bidding, construction laws and regulations.





DEERFIELD
CITY OF
BEACH

**DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES**
210 Goolsby Boulevard
Deerfield Beach, Florida 33442-3002
Telephone: (954) 480-4391
Fax: (954) 480-4393

December 5, 2005

Re: Reference Letter

To whom it May Concern:

I have had the pleasure of work with Storm Water Supervisor George Allen for just over two years here at the City of Deerfield Beach. He is the first Storm Water Supervisor after starting as a Street supervisor in the City. George has done an outstanding job in organizing and supervising both operations. He is responsible for the City's National Pollution Discharge Elimination program and the Street sweeping operations. George also supervises five full time employees and fills in for the Streets Superintendent during his absences. I have found George to be very organized in completing projects and presenting the City in a positive light. He has strong communications skills both written and oral. He is also knowledgeable in other public works operations such as street repairs and grounds maintenance.

I would have no hesitation recommending him for a position in any Public Works area. If you have any questions or need additional information I may be reached at, 954-480-4390. Best regards

Sincerely,

Carl F. Peter, P.E.
Director of Public Works & Environmental Services
City of Deerfield Beach, Florida



City of
DEERFIELD
BEACH

February 2, 2006

Dear Sir or Madam:

The purpose of this letter is to inform you of the experiential learning that Mr. George Allen has obtained as a member of the City of Deerfield Beach Safety Steering Team.

Our City's Safety Steering Team was created in 2003 to improve the safety culture at the City of Deerfield Beach. The Safety Steering Team, with participants from each division of the city has been an instrumental part of reducing the number of employee injuries and vehicle incidents at the city through the development of written safety initiatives. The Steering Team created, approved and is in the process of implementing an enhanced Safety Manual which uses Occupational Safety and Health (OSHA) regulations as the basis for every policy.

If additional feedback is needed, please feel free to contact me directly at the below telephone number.

Sincerely,

Rene Pelaez
Occupational Safety Manager
City of Deerfield Beach, Florida
Direct line: (954) 426-6897

City Manager
Larry R. Deejien

Commissioners
Ran Mithello
Sylvia Poirier
Martin Popelsky

Vice Mayor
Steve Conol

Mayor
Albert R. Capelloni, P.E.



Deerfield Beach
2-0-0-1
Deerfield Beach
2-0-0-3
Alameda City Road
Alameda City Road

Deerfield Beach
2-0-0-4
Alameda City Road

PROJECT
1177-701



City of Miami Gardens

Department of Public Works



October 21, 2010

The Chairperson of the Portfolio Committee
Barry University
School of Adult and Continuing Education
Miami, FL 33161

It is my pleasure to outline George Allen's career with the City of Miami Gardens. I have been George's supervisor for over a year. He was hired in 2008 as a Stormwater Supervisor, where his primary responsibilities were the administration and direction of activities of personnel engaged in aquatic plant control, canal maintenance, and the operation and construction of the City's stormwater and drainage infrastructure. More specifically, Mr. Allen planned, reviewed, supervised, and coordinated the activities of his crew in providing a variety of skilled construction and maintenance activities. His crew was composed of 5 employees.

In January, 2010, Mr. Allen was selected as the best candidate to be promoted to Stormwater/Streets Superintendent. This decision was based on his proven leadership skills, knowledge of his field, and work ethics. Mr. Allen is also very respected by his subordinates. The primary responsibilities as a superintendent include the planning, reviewing, coordination, and supervision of the stormwater and street divisions of the Public Works Department. Mr. Allen's daily activities include: Hiring of personnel; drafting employees' performance evaluations; preparing and presenting reports to the department's director; instructing and training personnel; purchasing materials; conducting quality control audit of the work completed; developing plans and procedures for the crews; and ensuring that safety procedures are carried out.

As a stormwater and streets superintendent, Mr. Allen has provided valuable contributions to the organization. Evidence of this is that within few months of his promotion, the productivity performance indicators for the stormwater and streets division increased by 200%. Additionally, he has implemented new ideas that have represented significant savings to the department.

I support Mr. Allen's efforts to further enhance his education. It will definitely be a gain for Mr. Allen as well as for the City of Miami Gardens.

Should you have any questions please contact me by calling (305) 622-8004 ext. 3107.

Very Truly Yours,



Osdel F. Larrea
Public Works Assistant Director

PUBLIC WORKS

DEPARTMENT IMPROVING ROADS, MAKING TRAVEL SAFER

Public Works was tasked with making urgent repairs to many unpaved roads due to heavy rains in 2020. These severe rains caused roads to flood and wash out in Bryan County. Several roads were in need of ditch restoration, and fill dirt was hauled in to raise the road elevation above the high-water levels. One such road, Dunham Marsh Trail, required a section of ditches and swales restored, drainage culverts installed, and fill dirt hauled in. The road was then topped with 2 inches of crushed concrete surface to help prevent any future problems.

Jake Brown Road also had been substantially washed out in places due to rain. To prevent the problem, Public Works installed culverts when restoring the ditches and then topped the road with 2 inches of crushed concrete to improve the surface layer. Other thoroughfares, such as Blige Road, received similar treatment.

Rain and washouts took a toll on many other unpaved roads in Bryan County. To improve road conditions and drainage on these roads, clogged or collapsed cross pipes were replaced, miles of roadside ditch were restored, and dirt was hauled in to raise sections of the roads. Public Works has since implemented a monthly unpaved road-grading schedule to service all roads in the county.

NEW PAVING PLAN IMPLEMENTED

Public Works also assisted the county's engineering department with completing the 2020 Paving Plan. Crews hauled millings to clear the way for over 14 miles of new road shoulders to be installed. Additionally, they performed preparation and restoration work for over 13 lane miles of newly resurfaced roadway. Public Works crews installed the base rock before the paving of a large portion of the Public Works yard; nearly 6,000 square yards of asphalt were installed to complete this project. This project was much-needed, as a paved equipment yard helps keep vehicles and equipment clean and better maintained, extending the lifespan of the equipment.

In 2020, a drainage canal cleaning and maintenance program was initiated. It allows for crews to dedicate more time inspecting and cleaning canals to ensure proper drainage. This maintenance work initially included removing sediment and obstructions from over 28 miles of canals in Bryan County. In addition to this canal cleaning, over 1,200 acres of canal maintenance easements were mowed and maintained. Crews also mowed and picked up litter on county right-of-ways totaling over 5,000 acres.

NEW ASSET MANAGEMENT SYSTEM

A new asset management system was implemented in 2020 to help better manage county buildings, vehicles and equipment, road and drainage infrastructure, and citizen complaints. With this new software, the Public Works Department is now able to organize workloads through work orders that capture their daily work and other data in a computerized system. The staff plans to implement better safety procedures while continuing to improve housekeeping and updating the public works yard. Team-building and staff development are also high priorities as the department strives to create and sustain an environment of continuous improvement as its ultimate goal.



Congratulations!

*George F. Allen
MS - Streets*

on your nomination for

Supervisor of the Year

37th Annual Leadership Awards

Date Printed: 8/15/2014

AWARD NOMINATION FORM

* ALL FIELDS MUST BE COMPLETED IN ORDER FOR NOMINATION TO BE CONSIDERED *
OUTLINE OR BULLET FORMAT IS HIGHLY RECOMMENDED

Award Category	Supervisor of the Year
Date Submitted:	3-31-14
Name of Nominee:	George Allen
Title of Nominee:	Streets Superintendent
Department/Division:	MS/Streets
Submitted by:	Mo Morel
Your Contact Information:	X3425

Please provide specific examples in which the nominee has demonstrated the characteristics of Leadership in the following categories. (Please refer to page 3 for clarification of Awards Criteria).

COMMITMENT

Mr. Allen is the consummate Public Works professional. Starting as a maintenance worker and working his way up through several Municipalities, Mr. Allen has always sought ways to better himself and the product delivered to the public. While working a full time position, Mr. Allen obtained a Bachelor's degree in Public Administration and is currently working towards a Master's degree. He is a great role model for those employees who are trying to get ahead in life and who take pride in work.

MOTIVATION / POSITIVE ATTITUDE

The smile and hearty laugh from the "big man" are always present. Given varying tasks and priorities that change from day to day due to citizen "requests", Police dispatch emergencies and major storm events, Mr. Allen takes them all in stride.

INNOVATION

Mr. Allen is always challenging the notion of "why we cannot or do not" perform a task. Mr. Allen's first instinct to a request from Recreation Services or Utility Services is not to ask for an "Account Number" but rather, let's figure out what is required and schedule the work. Resolving which pocket the money comes from is the easy part.

COMMUNICATION

Mr. Allen responds almost immediately to all phone calls and e-mails. He remains very calm when a very "concerned" citizen expresses themselves on the City's policy regarding the financial responsibility for sidewalk repairs. He is very open with his employees when it comes to what it will take for them to advance within the organization.

TEAMWORK

Mr. Allen is in almost always in constant communication with Recreation Services and Utility Services regarding their needs for repairs and new construction. Requests for emergency work are happily accepted and even non-emergency requests are usually accomplished within a day. Everyone who has come in contact with Mr. Allen has expressed what a great addition he is to our team and what a pleasure it is to deal with him.

ADDITIONAL COMMENTS:

Replacing the previous Streets Superintendent who had over 30 years of experience was certainly a daunting task. However, we believe that Mr. Allen has kept the Streets section moving forward, improving customer service and increasing value to the City of Boca Raton.

FLORIDA ATLANTIC UNIVERSITY

College of Architecture, Urban & Public Affairs
Florida Institute for Safety & Construction
Construction Management Program
Certificate of Achievement

Presented to
George F. Allen

for successful completion of

Estimating and Project Management

January 20, 2007 through January 21, 2007; 8:00 am - 4:00 pm
Presented on January 21, 2007 in Davie., FL


Rosalyn Y. Carter

Dean, College of Architecture, Urban and Public Affairs




Gene Ouellette
Executive Director, FISC

CONSTRUCTION ESTIMATING INSTITUTE

Proudly Presents To

George Allen

In Recognition of Having Successfully Completed
Our Course

Techniques for Profitable Bidding

Certificate Of Achievement

Awarded 2/27/2007

Kim Langsdorf
President



Barbara Roberts
Registrar

www.esteeming.org

CLB Licensing Board Approved Sponsor 004-0000981 Florida License: , , ,

QUALIFIED STORM WATER MANAGEMENT INSPECTOR



The undersigned hereby acknowledge that

George Allen

has successfully met all the requirements necessary to be fully
certified through the Florida Department of Environmental Protection
Stormwater, Erosion, and Sedimentation Control Inspector Training Program

June 5, 2001

Greg Knecht
Greg Knecht

Inspector # 1367

Daniel R. DeWiest
Daniel R. DeWiest

**University of Wisconsin-Madison
College of Engineering**

The Department of Engineering Professional Development

proudly presents this award for
educational achievement to

GEORGE ALLEN

for participation in

**DESIGNING BEST MANAGEMENT PRACTICES FOR
STORMWATER QUALITY IMPROVEMENT**

May 15 - 17, 2000



Arthur Capin
PROGRAM DIRECTOR

Philip R. O'Hara
CHAIRMAN OF THE DEPARTMENT

University of Wisconsin-Madison College of Engineering

The Department of Engineering Professional Development

proudly presents this award for
educational achievement to

GEORGE ALLEN

for participation in

DRAINAGE SYSTEM DESIGN

November 8 - 11, 1999



PROGRAM DIRECTOR

CHAIRMAN OF THE DEPARTMENT

University of Wisconsin-Madison
College of Engineering

The Department of Engineering Professional Development

proudly presents this award for
educational achievement to

George Allen

for participation in

**Designing Infrastructure and Implementing
Practices for Stormwater Quality Improvement**

May 24 - 26, 1999



Patrick Egan

Program Director

Philip R. O'Heary

Chairman of the Department

FLORIDA WATER AND POLLUTION CONTROL OPERATORS ASSOCIATION

VOLUNTARY CERTIFICATION PROGRAM

hereby certifies that

George Allen

has met the requirements for certification as a

Stormwater Technician Level "A"

Certificate Number 457

Date Issued May 7, 1999

Voluntary Certification Board

FW&PCOA President

FLORIDA WATER AND POLLUTION CONTROL OPERATORS ASSOCIATION

VOLUNTARY CERTIFICATION PROGRAM

hereby certifies that

George Allen

has met the requirements for certification as a
Stormwater Technician Level "B"

Certificate Number 457

Date Issued August 14, 1998

Voluntary Certification Board

FW&PCOA President

FLORIDA WATER AND POLLUTION CONTROL OPERATORS ASSOCIATION

VOLUNTARY CERTIFICATION PROGRAM

hereby certifies that

GEORGE ALLEN

has met the requirements for certification as a

Stormwater Technician Level "C"

Certificate Number

FW&PCOA
157

Date Issued

1 April 1998

William A. Gentry
Voluntary Certification Board

FW&PCOA President

FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

George Allen

The Designation of

Stormwater Operator - Level 1

For successful completion of the FSA Stormwater Operator Certification Level 1 Course.

Course Date: January 20-21, 2010

Course Location: City of Tamarac

Kurt Spith

Executive Director

January 21, 2010

Date



FLORIDA STORMWATER ASSOCIATION

Has Conferred Upon

George Allen

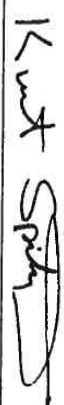
The Designation of

Stormwater Operator - Level 2

For successful completion of the FSA Stormwater Operator Certification Level 2 Course.

Course Date: October 26-27, 2009

Course Location: City of Delray Beach


Executive Director

October 27, 2009
Date





Technology Transfer Center

The Florida Technology Transfer Program
for Local Transportation Agencies

This certifies that

George Allen

Attended and successfully completed a 2nd Workshop on
EROSION CONTROL AND STORMWATER MANAGEMENT

Conducted at Orlando, Florida

on April 30, 1998

Michelle Just Dwyer
Technology Transfer Center
University of Florida

Richard De Jura
Florida Department of Transportation

J. Williams
Federal Highway Administration

**The John Scott Dailey Florida Institute of Government
at Florida Atlantic University**

Certificate of Completion

Presented to

George Allen

for attendance in

From Supervisor to Leader: Road Map to Success®

Leadership Development Program

21 hours

on

Oct. 26, Nov. 9 & 16, 2010



Swath Sharma

Institute of Government

David P. Allen

Instructor



FRED PRYOR SEMINARS CAREERTRACK.

divisions of PARK University Enterprises, Inc.
www.pryor.com

Manager's Master Course

1.0 CEUs (10 contact hours)

Presented to: George Allen Date: 7/27/2016



William B. Hays
Executive Director & CEO

The recipient earned continuing education units in accordance with the guidelines established by the National Task Force on Continuing Education for completion of the program.

TVC112



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Deerfield Beach

has successfully completed

Supervisor Development Program

Joel Van Zandt
Instructor

1/28/2004
Completion Date

CERTIFICATE OF MERIT

THIS document is proof of the undersigned's superior training accomplishment. By attending the seminar

Basic Supervision

AWARDING 0.6 CEU's

the undersigned has completed six hours of intensive training and is entitled to all rights and privileges related to or resulting from the completion of the aforementioned course.



Signature of Seminar Participant
Bruce Allen



KEYE PRODUCTIVITY CENTER

Date August 24, 1999



Vincent A. Amen
Managing Director

American Management Association 1601 Broadway New York, NY 10019

A0KBSUSC10



SERVICE EXCELLENCE

be it known that

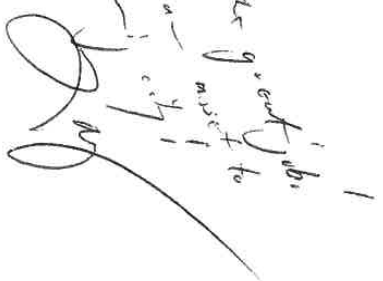
George Allen

has successfully completed

CUSTOMER SERVICE TRAINING

June 6, 2001


Larry R. Deertjen, City Manager

*Keep up the good work!
You are a city!*


CERTIFICATE OF MERIT

THIS document is proof of the undersigned's superior training accomplishment. By attending the seminar

The Better Business Writing Workshop

AWARDING 0.6 CEU's

the undersigned has completed six hours of intensive training and is entitled to all rights and privileges related to or resulting from the completion of the aforementioned course.



Sam Allen
Signature of Seminar Participant

Date *April 14, 1999*

Vincent A. Amen
Vincent Amen
Managing Director

Padgett Thompson



Margaret Carney
Margaret Carney
Executive Director of Program Development and Delivery

American Management Association 1601 Broadway New York, NY 10019

AOPQWUS:10

**The John Scott Dailey Florida Institute of Government
at Florida Atlantic University**

Certificate of Completion

Presented to

George Allen

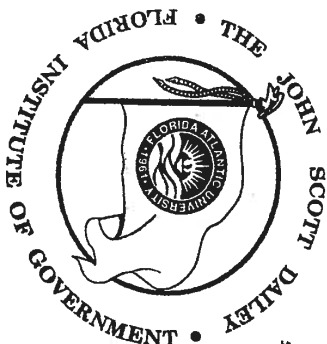
for participation at

Introduction to Govt. Finance & Budgeting

7 hours (0.7 CEU's)

on

Thursday, December 15, 2005




Institute of Government

**The John Scott Dailey Florida Institute of Government
at Florida Atlantic University**

Certificate of Completion

Presented to

George Allen

for participation at

Intro. to FL Bldg. Code/Basic Zoning Concepts

4 hours (0.4 CEU's)

on

Thursday, December 15, 2011



**the John Scott Dailey
FLORIDA
INSTITUTE OF
GOVERNMENT
at Florida Atlantic University**

Institute of Government



PRIOR SEMINARS CAREERTRACK.

divisions of PARK University Enterprises, Inc.

www.prior.com



Facilities Management - A 2-Day Comprehensive Course

1.2 CEUs (12 contact hours)

Presented to: George Allen

Date: Jan. 20, 2016



TLL0907

The recipient earned continuing education units in accordance with the guidelines established by the National Task Force on Continuing Education for completion of the program.

William B. Hayes
Executive Director & CEO





College of Engineering
Florida Technology Transfer (T²) Center

Mailing Address:
PO Box 116587
Gainesville, FL 32611-6587
Tel: (352) 392-2371
Suncom: 622-2371
Fax: (352) 392-3224
E-mail: l2@ce.ufl.edu
www: <http://l2.ce.ufl.edu>

Shipping (physical) Address:
2088 NE Waldo Road, Suite B
Gainesville, FL 32609

Mr. George Allen
City of Deerfield Beach
210 Goolsby Blvd
Deerfield Beach, FL 33442

Dear Mr. Allen:

On behalf of the University of Florida Technology Transfer (T²) Center, we want to congratulate you on attaining the level of "Road Master" in our Traffic Tech Training Incentive Program. The program was established to encourage and honor transportation and public works professionals who wish to improve their knowledge and skills through training. Over the past several years you attended the required number of transportation safety training courses and live T² workshops totaling a minimum of ten days of training!

It is not an easy task to complete the type and amount of training required to achieve this Road Master. The curriculum to become a Road Master was devised to promote a diverse and extensive training that ultimately results in employees possessing more experienced technical expertise and practical tools to better perform their job duties. Obtaining this training allows you to provide more efficient services for the citizens of your community as well. We commend you, your supervisor and your agency leadership for recognizing the value of well trained staff and investing in your training.

To honor this special achievement, we are presenting you with a Road Master plaque, an official Road Master mug, a Road Master certificate of award, recognition in our newsletter, *Technology Transfer Quarterly*, and a letter to your supervisor. In addition, information will be provided to your local newspaper and department newsletter.

Again, please accept our heartiest congratulations on achieving this honor.

Sincerely,

Christine D. Ritch
Workshop Coordinator

Gib Peaslee
Co-Director



Florida Technology Transfer Center

Presents this Certificate of Accomplishment to

George Allen

For successfully meeting the requirements and becoming an official
Florida Road Master

Signed this 1st day of April for the year 2002

George Elue, Jr.

Department of Transportation
State Safety Engineer



Yvonne M. Barker

Florida Technology Transfer Center
Co-Director

Enrique Pico
District IV Construction
Training Engineer



Sincerely,

Congratulations for completing and passing the examination for "Pipe Placement Inspection" program offered by the Construction Department of Transportation, self-study achieving these milestones in your career.

RE: Self-Study Training

Mr. George Allen
1865 N.W. 5 Way
Pompano, Florida 33060

March 30, 1998.

FLORIDA
LAWTON CHILES
GOVERNOR
DEPARTMENT OF TRANSPORTATION
THOMAS R. BARRY, Jr.
SECRETARY
DISTRICT IV OFFICE OF CONSTRUCTION
3400 W. Commercial Boulevard, Ft. Lauderdale, Florida 33309-3421
Telephone (954) 777-4130



LAWTON CHILES
GOVERNOR



Technology Transfer Center

The Florida Technology Transfer Program
for Local Transportation Agencies

This certifies that

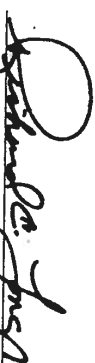
George Allen

Attended and successfully completed a 2nd Workshop on
Asphalt Fundamentals

Conducted at Orlando, FL

on March 13, 2002


Technology Transfer Center
University of Florida


Florida Department of Transportation


Federal Highway Administration

FLORIDA ATLANTIC UNIVERSITYTM

College of Architecture, Urban & Public Affairs Florida Institute for Safety & Construction Safety Science Program Certificate of Achievement

Presented to
George Allen

for successful completion of

Confined Space Entry Course

(an OSHA "Competent Person" safety course)
and having demonstrated competency and having passed a competency exam.



Presented this 24th day of March, 2006

Benjamin Roger Kidder
Benjamin Roger Kidder, PhD, CI-MM
OSHA Instructor, Trainer #3424

Gene Oueltette
Gene Oueltette
Executive Director, FISC

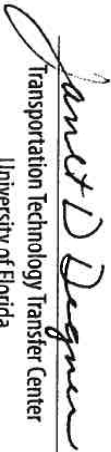
Rosalyn Y. Carter
Rosalyn Y. Carter
Dean, College of Architecture, Urban and Public Affairs



This certifies that
George Allen
has attended a T² Workshop on
FDOT Specifications

Conducted at Miami, FL

011 Sept 22, 2004


Janet D. Dugan
Transportation Technology Transfer Center
University of Florida


Richard A. Jones
Florida Department of Transportation


James E. Johnson
Federal Highway Administration



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Parkland.

has successfully completed

OSHA 10hr Construction

Al Favale

Instructor

09/25/2006

Completion Date



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Deerfield Beach

has successfully completed

Incident Investigation

Joel Van Zandt
Instructor

2/25/2004
Completion Date



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Deerfield Beach

has successfully completed

Safety Inspections

Sergio Clavijo
Instructor

7/23/2004
Completion Date



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Deerfield Beach

has successfully completed

Team Dynamics

Joel Van Zandt

Instructor

2/10/2004

Completion Date



South Florida Chapter

CERTIFICATE OF COMPLETION

This certifies that

George Allen

City of Deerfield Beach

has successfully completed

Site Auditing

Joel Van Zandt

Instructor

1/13/2004

Completion Date



This certifies that
George Allen
has Attended and Successfully Completed a 2nd Workshop on
Traffic Engineering Fundamentals

Conducted at Orlando, FL

011 March 9-11, 2004



Janet D. Dugan
Transportation Technology Transfer Center
University of Florida

Richard A. Jones
Florida Department of Transportation

James E. McJohn
Federal Highway Administration



UNIVERSITY OF
FLORIDA

TREEO CENTER

Center for Training, Research and Education for Environmental Occupations

certifies that

GEORGE ALLEN

attended

Excavation, Trenching and Soil Mechanics

October 27, 1998
and is awarded this

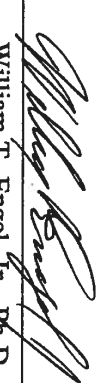
Certificate of Attendance

Date issued:

10/27/98

CEU's :

0.8


William T. Engel, Jr., Ph.D.
Director

Florida Atlantic University
Open University & Continuing Education
Certificate of Achievement

Presented to

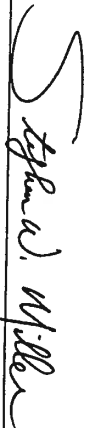
George Allen

for successful completion of

Blue Print Reading - Level I

Presented this 17th day of October, 1998




Associate Dean-Broadway Campuses




Program Director

PROFESSIONAL DEVELOPMENT CERTIFICATION

ASPHALT INSTITUTE

LEXINGTON, KENTUCKY

CERTIFIES THAT



George Allen

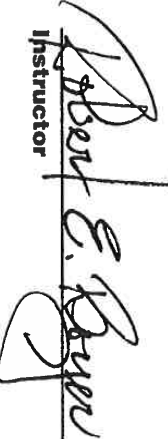
HAS PARTICIPATED IN ⁷ HOURS OF FORMAL
PROFESSIONAL DEVELOPMENT CONFORMING TO THE
INSTITUTE'S PRECEPTS OF ENGINEERING, RESEARCH AND
EDUCATION

*Routine and Preventive
Maintenance of Asphalt Pavements*

August 30, 2001



President



Instructor

Certificate of Qualification

George Allen

Has completed the requirements for:

Asphalt Paving Technician - Level 1

Expiration Date: May 23, 2011*



Florida Department of Transportation's
Construction Training Qualification Program

CTQP

www.ctqpflorida.com

Donna Hamilton
Donna Hamilton
CTQP Program Administrator

*Continued Qualification is subject to FDOT procedure 700-000-01.

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

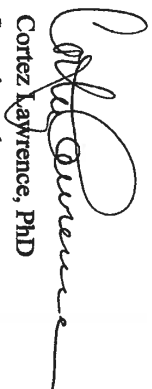
GEORGE F ALLEN JR.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200

**ICS for Single Resources and
Initial Action Incidents**

Issued this 17th Day of January, 2007


Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

GEORGE ALLEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700

**National Incident Management System
(NIMS) an Introduction**

Issued this 26th Day of April, 2006

Richard Callis, Acting Superintendent

0.3 CEU

Division of Emergency Management



Certificate of Achievement

George Allen

HAS SUCCESSFULLY COMPLETED

G-191 G-191 Incident Command System/Emergency Operations Center (ICS/EOC) Interface

Frank Murtha
State Training & Exercise Officer

11/17/2015

Date

Richard Halquist

Instructor/Course Manager

Rick Scott, Governor
State of Florida



Bryan Koon, Director
Division of Emergency Management

EMERGENCY MANAGEMENT INSTITUTE

Certificate of Achievement

This Certificate of Achievement is to acknowledge that

GEORGE F. ALLEN

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-001

**Emergency Program Manager
An Orientation to the Position**

Issued this 22nd Day of September, 2004

1.0 CEU


Stephen G. Sharro
Director, Training Division



UNITED STATES FIRE ADMINISTRATION



Certificate of Completion

THIS ACKNOWLEDGES THAT

George Allen
Public Works Director
Bryan County, GA

HAS SUCCESSFULLY COMPLETED

A TWO DAY FLEET MANAGEMENT TRAINING SEMINAR



11/13/2019

SAMUEL P. LAMERATO, CFP

DATE



11/13/2019

JOHN S. HUNT, CFP

DATE



Certificate of Appreciation

THIS ACKNOWLEDGES THAT

George Allen
Public Works Director
Bryan County, GA

SHARED KNOWLEDGE AND EXPERIENCE AS A SPEAKER DURING
THE TWO DAY FLEET MANAGEMENT TRAINING SEMINAR


11/12/2019

SAMUEL P. LAMERATO, CPFP

DATE


11/12/2019

JOHN S. HUNT, CPFP

DATE

Robert Clark

Effective "Team Player" with strong analytical and decision making skills.

Miramar, FL

Robisonline2@yahoo.com

954-684-2039

Hands on leader with the ability to effectively determine alternative cost saving approaches to problem solving while managing cost control and maintain a desired balance sheet

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Maintenance Manager of Physical Plants

Florida International University - Miami, FL

August 2018 to Present

Florida International University

Aug 2018-Present

Life Safety & Utility Systems Maintenance Manager

Summary

Manages the Plant Operations Life Safety Utility Systems Department of the University and oversees the maintenance of education buildings and off-site Physical Plant.

Assumes the role as a leader in planning, directing and managing the department staff to assure quality service on a 24-hour basis.

Responsible for meeting and exceeding University standards and regulations while complying with State policy and procedures for managing supplies and equipment. Adept at promoting teamwork within Faculty and Staff while fostering a healthy workplace where diversity and inclusion is encouraged. Provide students, internal and external customer satisfaction with appropriate resource and maintenance management systems.

Responsibilities

- Provides overall management and support to Plant Operations, Central Plant, and the overall University building systems with equipment over (3) campuses and 70+ buildings.
- Prepares and maintains fiscal operating budget.
- Utilize resources to manage planning, reporting schedules and expectations.
- Assists administration with planning of facility expansion/renovations.
- Prepares and maintains a five-year capital expenditure forecast.
- Develops and maintains a preventive maintenance program for all equipment, buildings, Central Plant, building and building systems.
- Supports the operation of all Life Safety and Support systems related to patient safety and Operations.
- Manage and coordinates utility source capability throughout the University for control and efficient, effective use of all services.

- Develops, implements, administers, and modifies programs to maintain the physical plant, and equipment through effective utilization of personnel and materials in accordance with local, state and federal codes, and hospital policies / procedures.
- Makes recommendations to administration as appropriate.
- Oversees, develops and maintains updated information on NFPA, Life Safety Codes, building and safety requirements.
- Develops and maintains staff training requirements as required, and as needs change.

Assistant Facility Manager

DANIA CASINO & JAI-ALAI - Dania Beach, FL

August 2017 to Present

Responsible for coordinating and directing the design, planning, construction, maintenance, and improvements of Casino operations in various contracted settings by performing the following duties personally or through others. Plan, budget, and schedule facilities modifications including cost estimates, bid sheets, layouts, and contracts for construction and acquisitions. Assist in developing of long-range plans, conceptual designs, capital outlay requirements and documentation for facilities. Inspect construction and installation progress to ensure conformance to established specifications, State and Federal Building Code requirements. Formulate and coordinate program specifications, requirements for proposals, contracts, and associated documents. Work closely with Operation Management (VP/GM) to ensure compliance with OSHA standards and regulations. Review HVAC systems and other Mechanical/Electrical/Plumbing systems with Engineer Review existing floor plans and usage of space to support unit development, expansion, or relocation; make recommendation on usage.

Real Estate Broker

Contact One LLC - Miami, FL

March 2001 to Present

Interview, hire and train a sales staff of 15 Real Estate professionals to meet a production goal of not less than 400 unit sales annually. Develop new business opportunities primarily through in-person contacts, phone calls, canvassing and follow-up to include; presentations to those who influence decisions and decision-makers and schedule face-to-face contact with prospective candidates requiring real estate needs. Develop and maintain working relationships with industry professionals. Represent the interests of client to locate space (including researching companies and executives, preparing surveys, conducting tours, evaluating proposals, conducting financial analysis, preparing lease abstracts and reviewing lease docs). Work closely with brokers to prepare proposals and strategies for presentations, as well as working closely with Market Research to pull together market information for clients. Prepare financial analyses comparing purchase versus lease options. Prepared marketing materials (including flyers, floor plans, brochures, stacking plans, and maps) to canvas target locations and drive additional new business opportunities. Processed weekly payroll functions and time clock inputs using the Kronos system for worked and non-worked hours for over 45 employees. Maintained personnel records, attendance and vacation schedules, as well as Solved and Corrected weekly payroll issues.

Supervisor of Maintenance Engineering

Isle of Capri Casinos - Pompano Beach, FL

July 2016 to July 2017

Supervised, trained and directed maintenance staff through work orders. Performed, maintained, replaced and repaired systems in areas of carpentry, electrical, plumbing, mechanical, painting, flooring, welding and other minor building systems not requiring building permits. Participated in construction, installation, and preventative maintenance of equipment and critical systems to include HVAC, Chillers,

AHU, RTU, ERU, Plumbing, 4.16k, BMS, BACnet, electrical systems. Observes/evaluates and performed corrective maintenance and/or repaired on essential equipment. Specialized training and education in the use and function of various types of equipment and systems (i.e. proper operation of chillers, boilers, emergency generators, pumps and air handling etc.) Strong decision making skills with the ability to read and interpret blueprints and advanced computer knowledge.

Customer Relations Manager

Rick Case Volkswagen - Weston, FL
November 2013 to July 2016

Responsible for providing in-depth initial training and hold training sessions on a routine basis to review and reinforce appropriate skills of the dealership selling system, product knowledge and professional behavior. Help peers in other sales departments enforce dealership and departmental standards. Developed prospecting strategies for obtaining a constant new client based. Established a \$2,800,000 annual revenue client base. Developed a process to reduce turn-around of deal approval and eliminated downtime. Trained team members in the new process that increased sales volume by 40% per quarter. Review of customer credit reports and credit applications as necessary. Lead the recruiting effort of prospective candidates and monitored the prospecting of new clients while mentoring the relationship building and networking skills of a professionals sales staff of 6.

Supervisor of Maintenance Operations

United States Postal Service - Pembroke Pines, FL
September 2011 to January 2013

Recommend contractors if required; oversee and direct contractors, sub-contractors and maintenance personnel engaged in equipment installation, facilities equipment repair, and preventive maintenance. Coordinated all activities with architects, engineers, designers, vendors and host facility. Managed selection and purchase of furniture and finishes. Reviewed invoices prior to presentation for approval as they pertain to the purchasing function. Utilized capital appropriation system as it pertains to the purchasing function and performed other related duties as required.

Building Maintenance Engineer

United States Postal Service - Pembroke Pines, FL
August 2008 to September 2011

Trained, and coached as a lead Building Equipment Mechanic a staff of 40 + through direct and effective leadership. Knowledge of all aspects of plant safety, building maintenance, and various trades to including electrical, plumbing, carpentry, etc. Supervised, and developed contractor relationships for the replacement and repairs of systems in areas of but not limited to; carpentry, electrical, plumbing, HVAC, mechanical, painting, flooring, and light outsourced manufacturing. Participated in the construction, installation, and preventative maintenance of equipment and critical systems to include HVAC, AHU, RTU, ERU, Plumbing, 208-480/277, BMS, BACnet, electrical systems. Developed a process that monitors/evaluates and trains new staff in predictive, preventative and corrective maintenance and/or repairs on critical systems. Responsible for time keeping, net productivity analysis and job performance analysis.

Education

Executive Masters of Public Administration in Public Administration

Florida International University - Miami, FL
January 2020 to December 2020

BA in Sociology

Florida Atlantic University - Boca Raton, FL

December 2014 to May 2018

Associate in Mass Communications

Broward College - Davie, FL

December 1999 to December 2014

Skills

- Kronos, Word, Pages, Numbers, Excel, Keynote, Power Point, Access, Metasys, Inteflex Systems, Maximo, Data Stream, Tracer Summit, Continuum, (10+ years)
- Facility Maintenance
- Refrigeration
- Boiler
- Blueprint Reading
- Troubleshooting
- Purchasing
- Quality Assurance
- Plumbing
- Electrical Experience
- Refrigeration
- Troubleshooting
- Plant Management
- Construction Inspection
- Equipment Repair

Military Service

Branch: United States Marine Corp

Service Country: United States

Rank: Sergeant

November 1984 to December 1995

Encourage an understanding of learning and human development to provide a positive learning environment, which supports the intellectual, personal, and social development of all students. Utilized assessment strategies (traditional and alternative) that are aligned with the curriculum and standards to assist in the continuous development of the learner. Established a classroom management system that maintains appropriate discipline and creates a positive learning environment in which students are actively engaged in learning, social interaction, cooperative learning, and self-motivation. Planed, align, implement, and evaluate effective instruction and assessment in a variety of learning environments. Worked with peers, parents, community, and other stakeholders in the continuous improvement of the educational experiences of students. Integrated appropriate technology in teaching and learning processes.

Commendations:

Marine of the Month

Marine of the Quarter

Rookie Recruiter of the Year

Honorable Discharge

Certifications and Licenses

*** EPA Certified Universal Technician # 546710110**

October 2010 to Present

Trained in the operation and maintenance of smaller tonnage HVAC systems, including troubleshooting and repair of air conditioning and heating systems, reciprocating compressors, electrical controls and forced air and direct fired heating systems. Both preventive and corrective maintenance procedures and a emphasis on energy control systems.

Environmental Controls IV

October 2010 to Present

Trained in the operational maintenance, troubleshooting and repair on large tonnage refrigeration equipment utilized for air conditioning. The proper day-to-day operation as well as correct seasonal lay-up and start-up procedures are presented for path reciprocating and centrifugal semi-hermetic compressors, special operation and maintenance considerations for condensers, evaporators, metering devices, purging units, refrigerant transfer units and other specialized devices. System malfunction analysis procedures and techniques are presented. The techniques of maintenance and repair of reciprocating compressors are emphasized, including capacity control operation. The proper maintenance and minor repair procedures for centrifugal compressors, including lubrication system, vane adjustments and control systems. Maintenance of cooling towers, water treatment testing and chiller control systems are also instilled. Safety and energy conservation are covered. Methods of troubleshooting, water chiller electrical power and control systems using electro-mechanical and computer control are emphasized.

Industrial Electrical Services

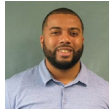
October 2010 to Present

Trained in the application of principles of electricity for circuits using up to 480 volts. Thee primary emphasis is the use of alternating/Direct current (AC/DC) a s applied to transformers, Motor Controls and wiring methods. A balance of classroom and laboratory instruction on the insulation, troubleshooting, repair and preventive maintenance of building electrical and basic conveyor motor control systems will help students to develop a systematic method to accurately identify electrical malfunctions and efficiently analyze circuitry to pinpoint the exact source of the problem. Demonstrated an effective emphasis on electrical and mechanical safety and the utilization of the National Electrical Code.

Standardized Methods of Maintenance Supervision

October 2010 to Present

Trained in providing a comprehensive technical overview of maintenance specific administrative tasks and explores vital interpersonal skills. Adept understanding of governmental maintenance organizations. Develop an understanding of transitional workplace communications, NPA, diversity, interpersonal skills, performance tools, EAP, and managing employee performance. Trained



Randy A. Stovall
8960 Bermuda Drive
Miramar, Florida, 33025
305-799-6256 Mobile
rstovall1981@yahoo.com

April 22, 2021

Town of Pembroke Park
Attn: Yolanda Menegazzo
Human Resources Director
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

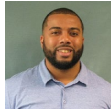
Dear Ms. Menegazzo,

I was recently informed that you are actively seeking to hire a Public Services Director position with the Town of Pembroke Park. I believe that with my combined education credentials, work experience I would be the best candidate for this position.

My professional experience over the last 10 years with the City of Hollywood, City of Hallandale Beach, Seminole Tribe of Florida, Miami-Dade County (Office of Management & Budget, South Florida Workforce Investment Board, Public Housing & Community Development departments), and Fairmont-Morgantown Housing Authority has provided me with the opportunity to learn from diverse groups of management professionals. These opportunities I have empowered and equipped me with exceptional knowledge, skills and abilities in the field of Federal Subsidized Housing, Public Works Operations, Contract Management and Compliance, Procurement, and Finance to succeed at any level of public service.

As a seasoned professional, over the last 10 years, I have developed strong leadership talents, communication, collaboration, and interpersonal skills to efficiently and effectively manage personnel, programs, projects, budgets, and activities. With these skill sets I have gained and accomplishments as a young professional in public service have enabled me to possess a high degree of trust and confidence in myself to be successful at every level of my career. One of my goals as a professional since my graduate education days is to obtain a position with a County Commission at the executive levels to showcase my skills and contributions identified in my resume and to the community I serve. I'm committed to public service and I believe there is a mutual agreement between the job expectations of the Public Services Director position and my passion as a public servant displayed across my resume, which is a good match to meet or exceed your organization expectations.

As a Contract Administrator for the Seminole Tribe of Florida, I assumed project responsibility for the administration and/or evaluation of contract activities and operations, including contract development, negotiation, budgets, approvals, and facilitation of professional service agreements among executive officers. Contract activities include the timely administration of contracts for the provision of services to include but not limited to Construction Management, Engineering, Transportation, Public Works, Consulting, Facility Maintenance, and/or other goods/services. In addition, I prepared and facilitated specifications and bidding documents for formal solicitations



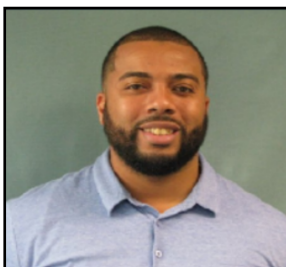
Randy A. Stovall
8960 Bermuda Drive
Miramar, Florida, 33025
305-799-6256 Mobile
rstovall1981@yahoo.com

to vendors, reviewed and evaluated bids, and recommended awarded contracts to procure goods and services.

I believe that my knowledge and experience will aid me directly as a Public Services Director position with the Town of Pembroke Park, and enable me to learn new job tasks quickly and efficiently. My professional experience has given me the background information required to be successful in the position and a valuable asset. I look forward to speaking with you soon.

Sincerely,

Randy Stovall



Contact

305-799-6256 (Mobile)

rstovall1981@yahoo.com (Email)

Education

West Virginia University
(2000 – 2006)

Public Administration, MPA
Political Science & Government
(BA)

Certifications

Lean Six Sigma Yellow Belt
(ICyb)

Lean Six Sigma White Belt
Florida Stormwater, Erosion and
Sedimentation Control
Inspector
(FDEP)

FEMA (NIMS) – IS. 700A

FEMA (NRF) – IS. 800B

FEMA (ICS) – IS. 100B

FEMA (ICS) – IS. 200B

Professional Memberships

American Public Works
Association (APWA)

Solid Waste Association of
North America (SWANA)

Software Proficiencies

Microsoft Office Programs
Oracle – Hyperion Software
Civic Plus
Tyler Munis
Citrix
People Software
FAMIS
Kronos

RANDY A. STOVALL, MPA

Summary

Management professional with over 15 years of government and private sector experience. Strong background in public works operations, environmental services, procurement and contract management, financial management, and federal subsidized housing programs to achieve efficiency and deliver effective results. Strong ethics and integrity standards. Effective problem-solving techniques and conflict resolution skills to eliminate waste and successfully meet goals, objectives, and expectations. Work well under pressure to meet deadlines. Highly organized team builder with strong leadership experience.

Experience

City of Hollywood Public Works Department 2019 - Present
Environmental Service Manager, Hollywood, Florida

Managed the operations and administration of the Environmental Services Program and Solid Waste Program, including the collection and disposal of solid waste (garbage) and contract oversight for the collection and disposal of garbage, commingled (brush & hard junk), bulky, and recyclable collection. Managed over five (5) million dollars in Enterprise Funds.

City of Hallandale Beach Public Works Department 2018 - 2019
Manager of Operations, Hallandale Beach, Florida

Managed the operations and administration functions of Public Works to include but not limited to Facilities Maintenance, Cemetery Facility, Construction and Maintenance, Streets Division, Grounds Maintenance, Custodial Services (Citywide), and Sanitation activities (Solid Waste and Recycle Programs) of the Department. Managed over two (2) million dollars in General and Enterprise funds

Contracts & Asset Manager, Hallandale Beach, Florida 2017 - 2018

Managed all applicable public works contracts, assets, and solicitations for goods and services related to operational and capital commodities purchased for Public Works operations. Managed over two (2) million dollars in General and Enterprise funds

Seminole Tribe of Florida Purchasing Department 2012 - 2017
Procurement Contract Administrator, Hollywood, Florida

Managed the entire procurement process to procure goods and services to include evaluated firms bid specifications, proposal costs, contract review and risk and liabilities. Managed over three (3) million dollars in commodities procured for all departments (i.e. Public Works, Police, Fire, Health, Information Technology).

Miami-Dade County 2009 - 2012

Contracts Officer, Miami, Florida

Miami-Dade County

2009 - 2012

Contracts Officer, Miami, Florida

General Fund & Ryan White Program contract compliance. Managed contracts from a program performance and financial management perspective.

Quality Assurance Specialist, Miami, Florida

2009 - 2009

Monitored, audited, and managed workforce service programs (Workforce Investment Act (WIA) & Career Advancement Programs (CAP) to ensure compliance with program performance measures, policies and procedures.

Housing Manager/Program Specialist

2007 - 2009

Managed Housing Choice Voucher (HCV), Homeownership, Family Self-Sufficiency (FSS), Portability, and Adker Consent Decree programs daily to provide safe, decent, and affordable housing to special populations and the Homeless.

West Virginia University Graduate Internship Program
Graduate Internship, Morgantown, West Virginia

2005 - 2006

12-month public service internship working in the public sector and Nonprofit field gaining experience to include but not limited to budget analysis, contracts & grants management, and community & economic development.

City of Morgantown Code Enforcement Office

2004 - 2005

Compliance Officer, Morgantown, West Virginia

Investigated International Property Maintenance Code (IPMC) violations. Filed Complaints, administered official notices, and issued citations. Worked with building inspectors and performed routine building inspections for rental and commercial properties.

Professional Credentials

Lean Six Sigma Yellow Belt, **2020** Broward College

Lean Six Sigma White Belt, **2019** Broward College

Florida Stormwater Erosion and Sedimentation Control Inspector, **2019**
Florida Department of Environmental Protection

Broward County NPDES MS4 Compliance, 2017 Storm Water Pollution Prevention

FEMA, **2017** National Incident Management System (NIMS) IS 700.A

FEMA, **2017** National Response Framework (NRF) IS 800.B

FEMA, **2017** Incident Command System (ICS) IS 100.B

FEMA, **2017** ICS IS 200.B for Single Resources & Initial Action Incident

Seminole Tribe of Florida, **2012** Contract Management 101 Certificate of Completion, Hollywood, Florida

Miami-Dade County, **2010** Supervisory Certification Program (SCP), Miami, Florida

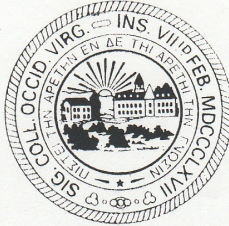
Miami-Dade County Health Department, **2010** HIV/AIDS Training Certificate of Completion, Miami, Florida

U.S. Department of Housing & Urban Development, **2008** Grant Writing Certificate of Completion, Miami, Florida

Quadel Consulting Inc, **2007** Certification in Housing Choice Voucher Programs, Miami, Florida

Miami-Dade County, **2007** Neo Ethics of County Government

WEST VIRGINIA UNIVERSITY



EBERLY COLLEGE OF ARTS AND SCIENCES

School of Applied Social Sciences
Division of Public Administration

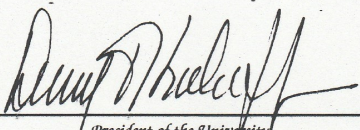
*Know all persons by these presents
that the West Virginia University Board of Governors
upon the recommendation of the faculty
has conferred upon*

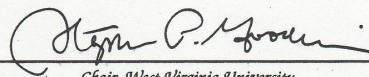
RANDY ALEXANDER STOVALL

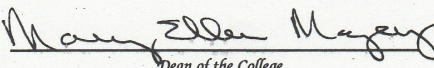
The Degree of

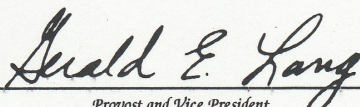
MASTER OF PUBLIC ADMINISTRATION

*With all the rights, honors, and privileges thereunto
appertaining. Witness the seal of the university and
the signatures of its duly authorized officers hereunto
affixed this eighteenth day of August,
two thousand six.*

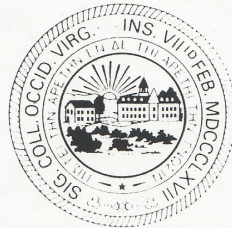

President of the University


Chair, West Virginia University
Board of Governors


Dean of the College


Provost and Vice President
for Academic Affairs and Research

WEST VIRGINIA UNIVERSITY



EBERLY COLLEGE OF ARTS AND SCIENCES

*Know all persons by these presents
that the West Virginia University Board of Governors
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has conferred upon*

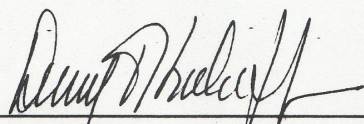
RANDY ALEXANDER STOVALL

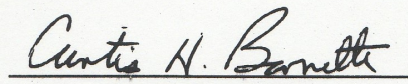
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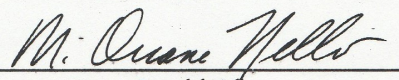
BACHELOR OF ARTS

Political Science

*With all the rights, honors, and privileges thereunto
appertaining. Witness the seal of the university and
the signatures of its duly authorized officers hereunto
affixed this sixteenth day of May,
two thousand four.*


President of the University


Chair, West Virginia University
Board of Governors


Dean of the College


Provost and Vice President
for Academic Affairs and Research



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3565
Tallahassee, Florida 32399-2400

Congratulations on successfully completing the Florida Stormwater Erosion and Sedimentation Control Inspector Training Program. I greatly appreciate your participation in and successful completion of this course. I hope that it has helped you to better understand Florida's stormwater problems and the importance of proper design, construction, and maintenance of erosion and sediment controls during construction, in order to assure the proper long-term operation and maintenance of stormwater systems after construction is completed.

Attached you will find your numbered certificate and wallet card. Please let me know if there are any errors in the certificate or card, or in the grading of your exam. If I can be of further assistance, please do not hesitate to contact me at 850/245-8294 or via email: halton.lunsford@dep.state.fl.us.

Randy Stovall
630 NW 2nd Street
Hallandale Beach, FL 33009

DEPARTMENT OF
ENVIRONMENTAL PROTECTION
STORMWATER EROSION AND SEDIMENTATION CONTROL
INSPECTOR TRAINING PROGRAM
Randy Stovall
Class Date *Inspector Number*
April 25, 2019 *42810*

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that
Randy Stovall

has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program

April 25, 2019

Inspector Number 42810



Hal Lunsford
Statewide Training Coordinator



Kevin Coyne
WQRP Program Administrator