



Town of Pembroke Park

Agenda

WORKSHOP COMMISSION MEETING
Wednesday, February 26, 2020 @ 6:00 PM
Council Chambers

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1. CALL TO ORDER	
2. PRESENTATIONS / PROCLAMATIONS	
a. James Lawless - Code Enforcement Member Retired - Mayor Mohammed James Lawless	5
b. <i>Lock It Up</i> - League of Women Voters - Mayor Mohammed Lock It Up Proclamation	6 - 7
3. REPORTS OF COMMITTEES AND CITY STAFF	
4. POLICE AND FIRE DEPARTMENTS	
a. Broward Sheriff's Office - Captain Coker Captain Coker - Pembroke Park Analysis - January 2020 2020 March Delegates Flyer Explorers BSO Pembroke Park Blood Dr. - Lunch	8 - 14
b. Fire Department - Chief Kane FIRE Dept	15 - 25
5. PUBLIC SERVICES DEPARTMENT	
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b. Septic Sewer Pricing - Mayor Mohammed, Public Services Director Larson Sanitary Sewer SW 30th Av Sanitary Sewer Exhibit Legislature	31 - 42
c. Vehicle Trackers - Public Services Director Larson Tracker Memo Tracker AT&T Tracker Sprint Tracker Verizon	43 - 65
d. Roof - Public Services Director Larson ROOF memo Roof quote Austro Construction Roof quote Cherry Roofing Roof quote Optimus Development Contractors	66 - 81
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f.	Blanket Purchase Order for Imperial Electrical - Public Services Director Larson Blanket PO Imperial Electrical	83 - 148
g.	Subgrant Agreement Hurricane Dorian - Public Services Director Larson Subgrant Agreement	149 - 221
h.	Flooding Event - Public Services Director Larson Flood Report 2-12-20 for 12-23-19 Flood payroll Flood Harassment	222 - 229
6.	FINANCE DEPARTMENT	
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b.	Update on Outstanding Renewal Fiscal Year 2018-2019 - BTR/Billing Administrator Grooms Update on Renewals form FY 2018-2019 - Pdf	231 - 232
c.	Business Tax Receipt and Billing Update - BTR/Billing Administrator Grooms Billing Division Monthly Report - Pdf	233 - 235
d.	Town Copiers - Assistant Finance Director Taubenfeld Copier Proposal Summary	236 - 276
e.	Smarsh Tech Archiving - Cost not to exceed \$2,700.00 - Information Technology Director Pakula	
7.	BUILDING AND CODE COMPLIANCE	
a.	Building Department - Interim Building Official Nunez Building Dept MEMORANDUM NO 20-003 (Monthly Status Report - January 2020)	277 - 280
b.	Code Enforcement - Chief Code Enforcement Officer Louis Code Enforcement Monthly Report February '20	281 - 286
c.	Code Enforcement Board Members two vacancies - Chief Code Enforcement Officer Louis	
d.	Discussion of Office Lease Space in Town Hall - Interim Building Official Nunez	
e.	Professional Fire Fighters Association of South Florida Lease - Mayor Mohammed, Public Services Director Larson, Interim Building Official Nunez Professional Firefighters Lease 01 22 2020	287 - 296
8.	HUMAN RESOURCES	
a.	Performance Evaluation - Human Resource Director Menegazzo	
b.	Mutual Release Separation Agreement 750 hours \$36,982.50 plus 400 hours for sick and vacation for Ms. Joseph - Mayor Mohammed, Attorney Ryan	
c.	Hiring of employee positions in the Town: Park/Recreation, Engineer and	

	future positions - Vice Mayor Clark	
d.	Organizational Chart - Vice Mayor Clark	
e.	Ordinance change from Town Manager to Town Administrator - Vice Mayor Clark	297 - 299
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9.	TOWN MANAGER REPORTS	
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b.	Closest Unit Response - Assistant Manager Daughtrey	315 - 318
	Closest Unit Response Launch Daughtrey	
c.	Master Drainage - Vice Mayor Clark, Public Services Director Larson, Assistant Town Manager Daughtrey	319 - 328
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10.	TOWN ATTORNEY - NONE	
11.	INTERIM DEPUTY CLERK - NONE	
12.	ORDINANCES	
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	Citation	
b.	Ordinance Chapter 5 - Amending the Fees for Extended Hours License - Mayor Mohammed	343 - 344
	Sec. 3 2.5. Extended hours license	
c.	Amendment to Code of Ordinance Chapter 12 - Commissioner Dieuveille	345 - 352
	Ordinance 12 dumpster picture Ordinance 12 REVISED 10 2018	
d.	Ordinance Pet Shop Moratorium Second Reading on Thursday, March 12, 2020 - Attorney Ryan	353 - 356
	<u>ORDINANCE NO. 2020-001</u> AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 4, ANIMALS; PROVIDING FOR A NEW SECTION 4-10.1, RETAIL SALE OF DOGS AND CATS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE. Ordinance No. 2020-001 Moratorium	
13.	DISCUSSION	
a.	Update of Flooding in Bamboo Lakes and FEMA help - Commissioner Cohen, Attorney Ryan	

- b. Public Services Director Backup - Commissioner Cohen 357 - 491
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- c. NLC Congressional City Conference from March 6 - 11 - Additional funding request for conference - Clerk Commissioner Jacobs 492 - 493
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- d. Purchasing Selection Committees - RFP Process - Clerk Commissioner Jacobs
- e. Professional Services \$24,000.00 - Police Department Consultant - Clerk Commissioner Jacobs
- f. Agro-Eco Wellness Program - Vice Mayor Clark 494 - 503
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Annexation
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- g. Resolution Relay for Life - Vice Mayor Clark
- h. Requesting reimbursement of Attorney Fees in the amount of \$8,965.78 - 504 - 526
Attorney Ryan, Vice Mayor Clark
[Fees request Vice Mayor](#)
[Resolution 2020-027 A Clark reimbursement](#)
[Vice Mayor Attorney Fees](#)
[12-04-05 RESOLUTION ATTORNEYS FEES](#)
[Ordinance No. 18-10-03](#)
- i. Professional Services - Fire Department - Mayor Mohammed
- j. Broward League of Cities 63rd Annual Gala - Mayor Mohammed 527
[63 Annual Gala](#)
- k. Flooring for second floor Mayor and Commissioners area, not to exceed \$3,500.00 - Mayor Mohammed

14. 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.

JAMES LAWLESS

MARCH 11, 2020

WHEREAS, James Lawless also known as “Jimmy” was born in Lismore, County Waterford, Ireland, there he lived on a 35 acre farm with his parents and two siblings; and

WHEREAS, in 1949, James left the Christian Brother School in Ireland and emigrated to the United States, he lived in Wildwood, NJ along with his sister; and

WHEREAS, no later than 6 month of his arrival to the United States, James was drafted to the Korean war, he fought and served with great honor; and

WHEREAS, after an honorable discharge in 1952, James lived in Hollywood, FL at the Hollywood Beach Hotel for 18 years until it was closed down in 1970; and

WHEREAS, in 1980, James moved to Bamboo Mobile Home Park in Pembroke Park, FL and has been a resident for 38 years and counting; and

WHEREAS, James, a righteous man, has been serving in the Code Enforcement Board since August 2007 for the Town of Pembroke Park, he strives on keeping his community safe and clean from violators; and

WHEREAS, in the past, James also volunteered for the Citizen Office Patrol program with Broward Sheriff’s Office, nothing means more to James than to protect his community from perpetrators; and

WHEREAS, James Lawless is a warm hearted being, he is passionate about contributing his time and efforts to his community, and after so many years of giving, he still continues to give unconditionally; and

NOW, THEREFORE WE, Ashira Mohammed, Mayor and Town Commission of the Town of Pembroke Park, do hereby proclaim March 11th, 2020, as **JAMES LAWLESS DAY** in the Town of Pembroke Park.

Signed this 11th day March in the year 2020.

Ashira Mohammed, Mayor

Howard P. Clark Jr., Vice Mayor

Geoffrey Jacobs, Clerk Commissioner

Georgina A. Cohen, Commissioner

Reynold Dieuville, Commissioner

Joy Brown

From: Barbara Markley <barbaramarkley@bellsouth.net>
Sent: Wednesday, February 12, 2020 8:56 AM
To: administrative temp
Subject: Request for Proclamation from the League of Women Voters

Good morning Commissioners, Mayor, and Vice-Mayor,

Thank you for being a partner in the League of Women Voters of Broward's *Lock It Up!* Program. Since September 2018 we have focused on preventing gun deaths by encouraging gun owners to lock up their firearms. We now have over 200 community partners, including police departments, schools, and medical associations and facilities. We have distributed over 27,000 brochures educating the public about the importance of locking up guns as well as 13,000 gun locks.

We are respectfully requesting that the City of Pembroke Park consider issuing a proclamation designating May as "Safe Storage" month. There are several municipalities in Broward that have already agreed to do so. We would like to have League members in attendance when the Proclamation is read, so if a date could be set for that during May, that would be wonderful! Below is the Proclamation to be used in Coconut Creek.

PROCLAMATION

WHEREAS, the _____ COMMISSION is firmly committed to the reduction and prevention of gun violence in the city of _____ and Broward County.

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in gun violence prevention through community education and creation of their *Lock It Up!* gun safety program.

WHEREAS, 40,000 Americans are killed by guns each year, 100,000 more are shot and injured, and 2/3 of all gun deaths are suicides.

WHEREAS, Suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Most suicides are impulsive and while 90% of survivors will not attempt suicide again, access to a gun triples the risk of death and is the most lethal method of suicide.

WHEREAS, 4.5 million children live in homes with unlocked guns, and 3 out of 4 know where the gun is located, and 1 in 3 admit to handling the gun without permission. In Florida, a child is shot every 17 hours on average. Nearly 1,500 minors are killed by guns each year and three million are directly exposed to gun violence, causing lasting trauma, PTSD, and decreased potential.

WHEREAS, in Florida a gun is stolen every 26 minutes on average, fueling crime. Responsible firearm storage at home and in vehicles would reduce gun theft and crime.

WHEREAS, gun violence costs Floridians \$14 billion dollars each year, a sum which could be significantly reduced with responsible firearm storage.

THEREFORE, BE IT RESOLVED that the _____ CITY COMMISSION enthusiastically supports the mission of *Lock It Up!*, and the League of Women Voters of Broward County Gun Safety Committee by encouraging safe storage of firearms to protect children, prevent suicide, and reduce crime and designates the month of May as *Safe Storage Month*.

Sincerely,

Barbara Markley

Barbara Markley, Co-Chair
Gun Safety Committee
League of Women Voters of Broward
(954) 609-7928

Protect Children
Prevent Suicide
Reduce Crime
Save a Life, Lock Up Your Gun!

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



Broward County Sheriff's Office

West Park / Pembroke Park

3201 W. Hallandale Beach Blvd.

Pembroke Park, Fl. 33009

Captain Stephanie Coker

Phone # (954)985-1953

PEMBROKE PARK MONTHLY STATISTICS

CALLS FOR SERVICE: 583

A. NON 911 CALL	116
B. 911 CALL	317
C. MDT INITIATED CALL	000
D. FIELD INITIATED CALL	150

ACCIDENT INVESTIGATION: 38

A. MINOR ACCIDENT	23
B. ACCIDENT WITH INJURIES	15

CITATIONS/TRAFFIC STOPS:

A. CITATIONS	46
a. CRIMINAL	05
b. UNIFORM TRAFFIC	40
c. OTHER	01
B. TRAFFIC STOPS	60

ARRESTS:

CLASSIFICATION	TOTAL
AGG ASSAULT W/ DEADLY WEAPON- DOMESTIC VIOL	1
BATTERY-CAUSE BODILY HARM – DOMESTIC VIOLENCE	1
BATTERY-TOUCH OR STRIKE	1
DISORDERLY INTOX-DISORDER INTOX PUBLIC PLACE CAUSE DISTURBAN	1
DRIVE WHILE LIC SUSP 2ND OFF	1
DRIVE WHILE LIC SUSP HABITUAL OFFENSE	1
INTIMIDATION-WRITTEN THREAT TO KILL OR INJURE	1
LARC - RETAIL THEFT 300 DOLS MORE 1ST OFF	1
LARC-GRAND THEFT 5K LESS THAN 10K DOLS	2
LARC-RETAIL THEFT 300 MORE DOLS COORDINATE OTHERS	2
LARC-RETAIL THEFT 750 MORE DOLS COORDINATE OTHERS	1
POSSESSION OF FENTANYL	1
POSSESSION OF HEROIN	1
POSSESSION OF WEAPON-OR AMMO BY CONVICTED FLA FELON	1
RESIST OFFICER-OBSTRUCT W/O VIOLENCE	1
TOUCH OR STRIKE/BATTERY/DOMESTIC VIOL	2
TRESPASSING-AFTER WARNING-STRUCTURE OR CONVEYANCE, M	1
WARRANT - GRAND THEFT IN THE 3RD DEGREE	1
WARRANT- GRAND THEFT AUTO	1
WARRANT-LOITER SOLICIT ACT PROSTITUTE BOND: \$50.00	1
Grand Total	23

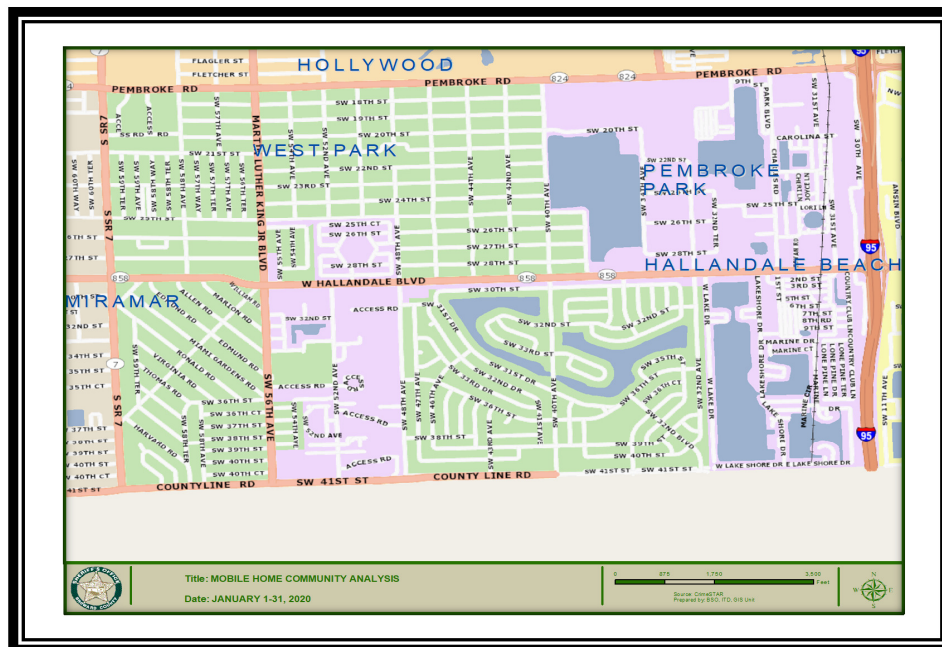


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Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK MOBILE HOME ANALYSIS

January 1-31, 2020



Mobile Home Community Crimes for the Month of January:

AUTO THEFTS - Other	0
RESIDENTIAL BURGLARIES	0
CONVEYANCE BURGLARIES	0
ROBBERIES	0

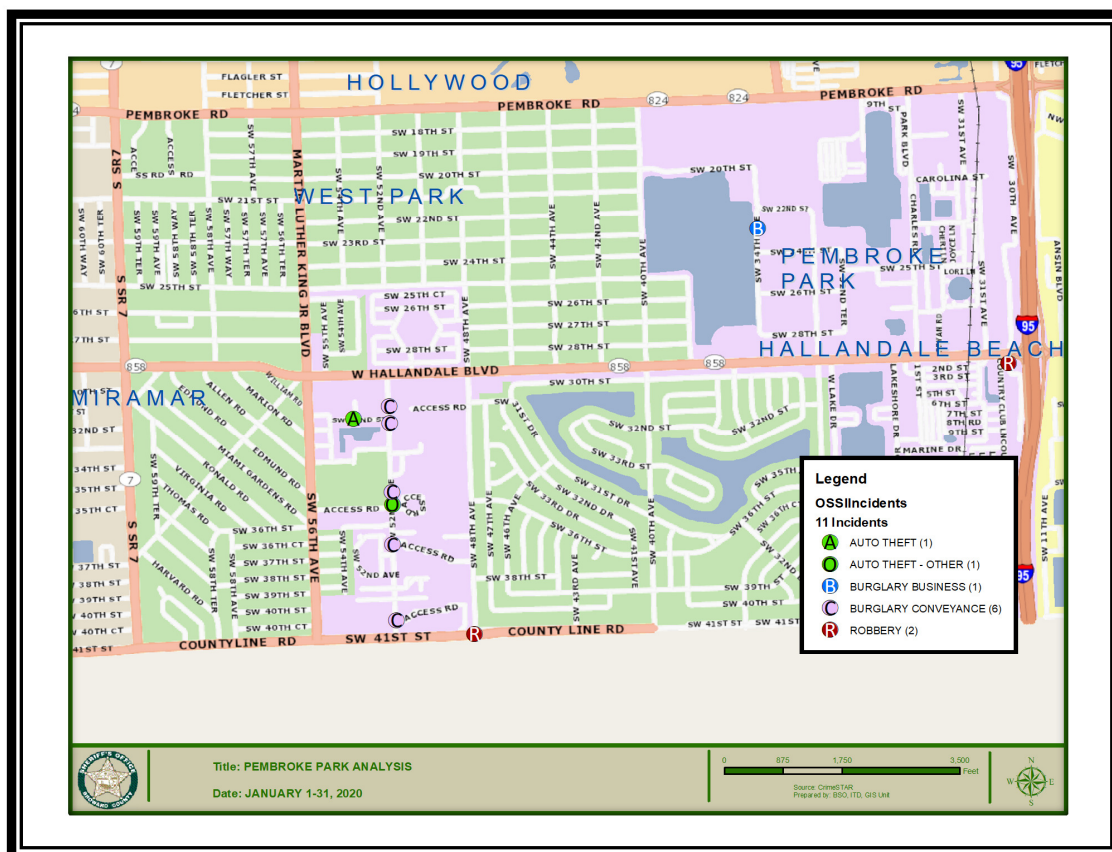


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Captain Stephanie Coker
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PEMBROKE PARK ANALYSIS

January 1-31, 2020





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3201 W. Hallandale Beach Blvd.
Pembroke Park, Fl. 33009
Captain Stephanie Coker
Phone # (954)985-1953

PEMBROKE PARK ANALYSIS

January 1-31, 2020

CASE NUMBER	CLASSIFICATION	END DATE	DOW	ZONE	ADDRESS	CITY	NARRATIVE
192001000010	ROBBERY	1/1/2020 7:30:27 AM	WED	1911	2940 SW 30TH AV	PEMBROKE PARK	VICTIM ROBBED
192001000289	BURGLARY CONVEYANCE	1/16/2020 4:24:00 AM	WED-THUR	1912	3706 SW 52ND AV	PEMBROKE PARK	4 VEHICLES BURGLARIZED
192001000290	BURGLARY CONVEYANCE	1/16/2020 4:36:00 AM	THUR	1912	3215 SW 52ND AV	PEMBROKE PARK	VEHICLE BURGLARIZED
192001000352	ROBBERY	1/20/2020 12:36:00 AM	SUN-MON	1912	4811 SW 41ST ST	PEMBROKE PARK	VICTIM ROBBED
192001000357	BURGLARY CONVEYANCE	1/20/2020 7:30:43 AM	SUN-MON	1912	4001 SW 52ND AV	PEMBROKE PARK	VEHICLE BURGLARIZED
192001000471	BURGLARY BUSINESS	1/25/2020 1:00:00 PM	SAT	1911	2301 SW 34TH AV	PEMBROKE PARK	QUADCON CONTAINER PRIED OPEN MISC ITEMS TAKEN
192001000504	AUTO THEFT	1/27/2020 1:52:00 PM	UNK	1912	5409 SW 32ND ST	PEMBROKE PARK	2014 NISSAN ROGUE TAKEN
192001000522	BURGLARY CONVEYANCE	1/28/2020 7:43:22 AM	MON-TUE	1912	5451 SW 32ND ST	PEMBROKE PARK	VEHICLE BURGLARIZED LAPTOP TAKEN
192001000041	BURGLARY CONVEYANCE	1/3/2020 11:23:51 AM	FRI	1912	3115 SW 52ND AV	PEMBROKE PARK	VEHICLE BURGLARIZED
192001000071	AUTO THEFT - OTHER	1/4/2020 4:22:12 PM	SAT	1912	3509 SW 52ND AV	PEMBROKE PARK	2004 ACURA MDX TAKEN
192001000124	BURGLARY CONVEYANCE	1/7/2020 8:50:00 AM	MON-TUE	1912	3421 SW 52ND AV	PEMBROKE PARK	VEHICLE BURGLARIZED

ST LUCIE COUNTY WELCOMES YOU TO:

2020 FSEA March Delegates March 27-29, 2020

Prices for the weekend per person include breakfast on Saturday & Sunday, lunch on Saturday and a banquet dinner Saturday night. Prices are as follows:

1 to a room \$390.00=\$390.00

2 to a room \$231.00 = \$462.00

3 to a room \$178.00 = \$534.00

4 to a room \$152.00 = \$608.00

Registration and payments will be due by February 24, 2020. Please E-mail Deputy Britt Reynolds at: bdreynolds11@aol.com

Checks are to be made out to:

*St Lucie County Sheriff's Office
Explorers 400*

*Mail Payments to:
St Lucie County Sheriff's Office
Explorer Post 400*

*Attn: Deputy Britt Reynolds
4700 West Midway Rd
Port St Lucie, FL 34981*



St Lucie County Sheriff Ken Mascara and the St Lucie County Sheriff's Office Explorers cordially invites you to the Florida Sheriff's Explorers Association March Delegates hosted in our county. The location will be the Hilton Garden Inn

8540 Commerce Centre Dr. Port St Lucie, FL 34986.

For any questions please contact :

Deputy Britt Reynolds

Phone: (772) 370-3785

E-mail: bdreynolds11@aol.com

2020 March Delegates

St Lucie County Sheriff's Office

Dates: 03/27/2020 to 03/29/2020

Location: Hilton Garden Inn 8540 Commerce Center Dr. Port St Lucie, FL. 34986

Contact Person: Deputy Britt Reynolds (St Lucie County Sheriff's Office)

Rates for accommodations and meals are for 2 nights, 2 breakfasts, 1 lunch and 1 dinner.

Accommodations:

8 Explorers 4 to a room - \$152 per Explorer = \$1216

3 Advisors 1 to a room - \$390 per Advisor = \$1170

Total Cost: \$2386 (Check payable to: St Lucie County Sheriff's Office Explorers 400)

***Please DO NOT mail the check, Detective Martinez will hand deliver the check when they arrive at the conference?*

Pollo Tropical
CHICKEN ON THE GRILL

YOUR ORDER#

*** 129 ***

601 W. Hallandale Beach Blvd.
Hallandale Beach, FL 33009
Store# 10074 Phone# (954) 458-6767

Guest Services Toll Free #
1-855-86-POLLO(1-855-867-6556)
Visit us at www.PolloTropical.com

HOLIDAY AND EVENT CATERING
(866)769-7696

Reg 1 - OUT
Order 171629 2/15/2020 11:35:56 AM
Employee: 426368 Name: Jontavia

Rg TropiChop		
2 @	5.19	10.38
2 White Rice		
2 Boneless Chicken		
1 Black Beans		
2 (No Drink)		
Fries		
3 @	2.39	7.17
Rg TropiChop		5.19
1 White Rice		
1 Boneless Chicken		
1 Black Beans		
1 Corn		
1 (No Drink)		
LG TropiChop		7.69
1 Brown Rice		
1 Boneless Chicken		
1 Black Beans		
1 (No Drink)		
LG TropiChop		7.69
1 White Rice		
1 Boneless Chicken		
1 Black Beans		
1 Corn		
1 (No Drink)		
Rg TropiChop		5.19
1 Guacamole		0.99
1 Brown Rice		
1 Boneless Chicken		
1 Black Beans		
1 Pepper		
1 (No Drink)		
SubTotal		44.30
Tax		3.10
Total		47.40
Visa		47.40
Change		0.00

Acct: xxxxxxxxxxxx1432
Authorization: 02544D

FPK20010900000044	MENTAL ILLNESS	CPD	PK	27B	S20	CANCELED BY DLE
FPK20010900000045	MENTAL ILLNESS	NTR	PK	27B	S20	NO TRANSPORT REQUIRED
FPK20010900000047	ELECTRICAL UTILITY FIRE	CL	PK	27A	S25EH	CLEAR
FPK20012300000113	ELECTRICAL UTILITY FIRE	CL, CL	PK	27B	S25EH	CLEAR, CLEAR
FPK20011400000066	ELEVATOR RESCUE	CL	PK	27A	S25EV	CLEAR
FPK20012800000152	ELEVATOR RESCUE	CL	PK	27A	S25EV	CLEAR
FPK20011700000080	FIRE INVESTIGATION	CL	PK	27B	S25FI	CLEAR
FPK20011000000051	VEHICLE FIRE	CL	PK	27Y1	S25VF	CLEAR
FPK20011500000073	FIGHT	CPD	PK	27A	S36IJ	CANCELED BY DLE
FPK20012700000147	FIGHT	TFR	PK	27B	S36IJ	TRANSPORTED BY FIRE RESCUE
FPK20013000000160	FIGHT	CPD, NTR	PK	27A	S36IJ	CANCELED BY DLE, NO TRANSPORT REQUIRED
FPK20010100000001	DOMESTIC DISTURBANCE	CFD	PK	27B	S38IJ	CANCELED BY FIRE DEPT
FPK20010100000008	DOMESTIC DISTURBANCE	TFR	PK	27B	S38IJ	TRANSPORTED BY FIRE RESCUE
FPK20010200000015	DOMESTIC DISTURBANCE	NTR, REF	PK	27A	S38IJ	NO TRANSPORT REQUIRED, PATIENT REFUSED AMA
FPK20010100000007	HIT & RUN ON HIGHWAY	UNF, NTR	PK	27Y1	S3H	UNFOUNDED, NO TRANSPORT REQUIRED
FPK20012200000112	HIT AND RUN WITH INJURIES	NTR	PK	27A	S3I	NO TRANSPORT REQUIRED
FPK20011400000068	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	27B	S49CF	CLEAR
FPK20012200000106	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	27B	S49CF	CLEAR

FPK20012200000108	FIRE ALARM - COMMERCIAL STRUCTURE	CL	PK	27B	S49CF	CLEAR
FPK20010100000006	FIRE ALARM	CCL	PK	27A	S49F	CANCELED BY CALLER
FPK20010100000004	FIRE ALARM - MULTI-FAMILY	CL	PK	27A	S49MF	CLEAR
FPK20010100000005	FIRE ALARM - MULTI-FAMILY	CL	PK	27A	S49MF	CLEAR
FPK20010800000037	FIRE ALARM - MULTI-FAMILY	CL	PK	27A	S49MF	CLEAR
FPK20010600000029	ACCIDENT ROLLOVER OR EXTRICATION	TOA	PK	27Y2	S4E	TRANSPORTED BY OTHER AGENCY
FPK20011700000083	ACCIDENT ROLLOVER OR EXTRICATION	DUP	PK	27B	S4E	DUPLICATE CALL
FPK20012000000095	ACCIDENT ROLLOVER OR EXTRICATION	NTR	PK	27Y1	S4E	NO TRANSPORT REQUIRED
FPK20012100000105	ACCIDENT ROLLOVER OR EXTRICATION	TFR, TFR	PK	27Y2	S4E	TRANSPORTED BY FIRE RESCUE, TRANSPORTED BY
FPK20012400000120	ACCIDENT ROLLOVER OR EXTRICATION	TOA	PK	27Y2	S4E	TRANSPORTED BY OTHER AGENCY
FPK20010400000021	ACCIDENT HIGHWAY	NTR, NTR	PK	27Y1	S4H	NO TRANSPORT REQUIRED, NO TRANSPORT REQUIRED
FPK20010400000023	ACCIDENT HIGHWAY	NTR	PK	27Y2	S4H	NO TRANSPORT REQUIRED
FPK20010500000024	ACCIDENT HIGHWAY	NTR	PK	27Y1	S4H	NO TRANSPORT REQUIRED
FPK20010500000025	ACCIDENT HIGHWAY	CL	PK	27Y1	S4H	CLEAR
FPK20010600000027	ACCIDENT HIGHWAY	NTR	PK	27Y1	S4H	NO TRANSPORT REQUIRED
FPK20011100000054	ACCIDENT HIGHWAY	TFR, TFR	PK	27Y1	S4H	TRANSPORTED BY FIRE RESCUE, TRANSPORTED BY
FPK20011200000059	ACCIDENT HIGHWAY	NTR	PK	27Y1	S4H	NO TRANSPORT REQUIRED
FPK20011500000072	ACCIDENT HIGHWAY	TFR	PK	27Y1	S4H	TRANSPORTED BY FIRE RESCUE

FPK20011600000078	ACCIDENT HIGHWAY	TFR	PK	27Y2	S4H	TRANSPORTED BY FIRE RESCUE
FPK20011800000085	ACCIDENT HIGHWAY	NTR	PK	27Y2	S4H	NO TRANSPORT REQUIRED
FPK20011800000086	ACCIDENT HIGHWAY	DUP	PK	27Y2	S4H	DUPLICATE CALL
FPK20012400000122	ACCIDENT HIGHWAY	TOA	PK	27Y2	S4H	TRANSPORTED BY OTHER AGENCY
FPK20012700000150	ACCIDENT HIGHWAY	NTR	PK	27Y2	S4H	NO TRANSPORT REQUIRED
FPK20012900000157	ACCIDENT HIGHWAY	NTR, TFR, TFR	PK	27Y1	S4H	NO TRANSPORT REQUIRED, TRANSPORTED BY FIRE
FPK20010100000002	ACCIDENT WITH INJURIES	CPD, CPD	PK	27B	S4I	CANCELED BY DLE, CANCELED BY DLE
FPK20010100000003	ACCIDENT WITH INJURIES	TFR	PK	27B	S4I	TRANSPORTED BY FIRE RESCUE
FPK20010800000038	ACCIDENT WITH INJURIES	NTR	PK	27Y2	S4I	NO TRANSPORT REQUIRED
FPK20011200000057	ACCIDENT WITH INJURIES	NTR	PK	27A	S4I	NO TRANSPORT REQUIRED
FPK20011300000064	ACCIDENT WITH INJURIES	CPD, NTR, CPD, N	PK	27B	S4I	CANCELED BY DLE, NO TRANSPORT REQUIRED,
FPK20011500000075	ACCIDENT WITH INJURIES	REF, NTR	PK	27B	S4I	PATIENT REFUSED AMA, NO TRANSPORT REQUIRED
FPK20011500000077	ACCIDENT WITH INJURIES	NTR	PK	27Y1	S4I	NO TRANSPORT REQUIRED
FPK20011700000081	ACCIDENT WITH INJURIES	TFR	HW	27B	S4I	TRANSPORTED BY FIRE RESCUE
FPK20012000000096	ACCIDENT WITH INJURIES	TFR	PK	27B	S4I	TRANSPORTED BY FIRE RESCUE
FPK20012100000100	ACCIDENT WITH INJURIES	NTR	PK	27B	S4I	NO TRANSPORT REQUIRED
FPK20012300000117	ACCIDENT WITH INJURIES	NTR, NTR	PK	27B	S4I	NO TRANSPORT REQUIRED, NO TRANSPORT REQUIRED
FPK20012300000118	ACCIDENT WITH INJURIES	NTR	PK	27B	S4I	NO TRANSPORT REQUIRED

FPK20012500000130	ACCIDENT WITH INJURIES	NTR, NTR	PK	27Y2	S4I	NO TRANSPORT REQUIRED, NO TRANSPORT REQUIRED
FPK20012900000158	ACCIDENT WITH INJURIES	DUP	PK	27B	S4I	DUPLICATE CALL
FPK20013000000159	ACCIDENT WITH INJURIES	TFR	PK	27Y2	S4I	TRANSPORTED BY FIRE RESCUE
FPK20013000000162	ACCIDENT WITH INJURIES	TFR	PK	27B	S4I	TRANSPORTED BY FIRE RESCUE
FPK20013100000165	ACCIDENT WITH INJURIES	DUP	PK	27A	S4I	DUPLICATE CALL
FPK20013100000167	ACCIDENT WITH INJURIES	TFR	PK	27Y2	S4I	TRANSPORTED BY FIRE RESCUE
FPK20013100000164	ABDOMINAL PAIN	TFR	PK	27A	S67AP	TRANSPORTED BY FIRE RESCUE
FPK20011900000090	BURN	TFR	PK	27A	S67BU	TRANSPORTED BY FIRE RESCUE
FPK20010100000009	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20010200000013	CHEST PAINS NON-TRAUMATIC	TFR	PK	27B	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20010300000019	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20010500000026	CHEST PAINS NON-TRAUMATIC	TFR	PK	27B	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20011300000061	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20011400000065	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20012100000103	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE

FPK20012300000116	CHEST PAINS NON-TRAUMATIC	TFR	PK	27A	S67CP	TRANSPORTED BY FIRE RESCUE
FPK20012500000128	CHEST PAINS NON-TRAUMATIC	CCL	PK	27B	S67CP	CANCELED BY CALLER
FPK20011000000052	CARDIAC/RESPIRATORY ARREST	TFR	PK	27B	S67CR	TRANSPORTED BY FIRE RESCUE
FPK20012000000098	DIABETIC	TFR	PK	27B	S67DB	TRANSPORTED BY FIRE RESCUE
FPK20010600000028	FALL NO INJURY	CL	PK	27B	S67F	CLEAR
FPK20010700000033	FALL NO INJURY	NTR	PK	27B	S67F	NO TRANSPORT REQUIRED
FPK20012600000136	FALL NO INJURY	CL	PK	27B	S67F	CLEAR
FPK20012600000137	FALL NO INJURY	TFR	PK	27B	S67F	TRANSPORTED BY FIRE RESCUE
FPK20010100000010	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010200000011	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010200000012	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010700000031	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010800000040	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010800000042	FALL INJURY	NTR	PK	27B	S67FI	NO TRANSPORT REQUIRED
FPK20010900000046	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20011200000056	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE

FPK20011600000079	FALL INJURY	NTR, TFR	PK	27A	S67FI	NO TRANSPORT REQUIRED, TRANSPORTED BY FIRE
FPK20011900000088	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20011900000091	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20012100000101	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20012200000107	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20012400000121	FALL INJURY	TFR	PK	27B	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20012400000125	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20012500000129	FALL INJURY	TFR	PK	27A	S67FI	TRANSPORTED BY FIRE RESCUE
FPK20010400000022	HEADACHE	TFR	PK	27A	S67HE	TRANSPORTED BY FIRE RESCUE
FPK20011400000067	HEMORRHAGE OR LACERATION	TFR	PK	27A	S67HM	TRANSPORTED BY FIRE RESCUE
FPK20012500000132	HEMORRHAGE OR LACERATION	NTR	PK	27B	S67HM	NO TRANSPORT REQUIRED
FPK20010200000014	HEART PROBLEMS	TFR	PK	27B	S67HP	TRANSPORTED BY FIRE RESCUE
FPK20010300000017	INJURY	TFR	PK	27A	S67IJ	TRANSPORTED BY FIRE RESCUE
FPK20010700000034	OVERDOSE OR POISONING	TFR	PK	27A	S67OD	TRANSPORTED BY FIRE RESCUE
FPK20010300000018	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE

FPK20010400000020	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20010800000036	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20010800000043	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20011200000058	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20011400000069	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20011500000070	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20011800000084	UNCONSCIOUS OR FAINTING	NTR, REF	PK	27A	S67PO	NO TRANSPORT REQUIRED, PATIENT REFUSED AMA
FPK20011800000087	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012000000097	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012200000109	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012200000110	UNCONSCIOUS OR FAINTING	DUP	PK	27B	S67PO	DUPLICATE CALL
FPK20012400000123	UNCONSCIOUS OR FAINTING	TFR	PK	27B	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012500000134	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012600000135	UNCONSCIOUS OR FAINTING	TFR	PK	27A	S67PO	TRANSPORTED BY FIRE RESCUE
FPK20012700000146	UNCONSCIOUS OR FAINTING	NTR	PK	27B	S67PO	NO TRANSPORT REQUIRED

FPK20012700000151	UNCONSCIOUS OR FAINTING	REF, NTR	PK	27B	S67PO	PATIENT REFUSED AMA, NO TRANSPORT REQUIRED
FPK20010800000035	SICK PERSON	TFR	PK	27A	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20010800000041	SICK PERSON	NTR	PK	27B	S67SP	NO TRANSPORT REQUIRED
FPK20011100000053	SICK PERSON	CCL	PK	27A	S67SP	CANCELED BY CALLER
FPK20011100000055	SICK PERSON	TFR	PK	27A	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20011500000074	SICK PERSON	TFR	PK	27A	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012000000093	SICK PERSON	NTR	PK	27B	S67SP	NO TRANSPORT REQUIRED
FPK20012000000094	SICK PERSON	TFR	PK	27B	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012100000099	SICK PERSON	TFR	PK	27B	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012300000115	SICK PERSON	NTR	PK	27B	S67SP	NO TRANSPORT REQUIRED
FPK20012500000131	SICK PERSON	TFR	PK	27B	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012600000138	SICK PERSON	TFR	PK	27A	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012700000141	SICK PERSON	NTR, UNF, UNF, N	PK	27B	S67SP	NO TRANSPORT REQUIRED, UNFOUNDED, UNFOUNDED,
FPK20012700000143	SICK PERSON	TFR	PK	27B	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20012700000148	SICK PERSON	NTR	PK	27B	S67SP	NO TRANSPORT REQUIRED
FPK20012900000155	SICK PERSON	TFR	PK	27A	S67SP	TRANSPORTED BY FIRE RESCUE

FPK20013000000161	SICK PERSON	TFR	PK	27B	S67SP	TRANSPORTED BY FIRE RESCUE
FPK20011000000050	STROKE	TFR	PK	27B	S67ST	TRANSPORTED BY FIRE RESCUE
FPK20012700000145	STROKE	TFR	PK	27A	S67ST	TRANSPORTED BY FIRE RESCUE
FPK20012700000139	SEIZURE	TFR	PK	27A	S67SZ	TRANSPORTED BY FIRE RESCUE
FPK20012700000142	SEIZURE	CFD	PK	27B	S67SZ	CANCELED BY FIRE DEPT
FPK20010300000016	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20010600000030	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20010800000039	TROUBLE BREATHING	CPD, CPD	PK	27B	S67TB	CANCELED BY DLE, CANCELED BY DLE
FPK20011200000060	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20011300000063	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20011500000071	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20011700000082	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012000000092	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012100000102	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE

FPK20012300000114	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012300000119	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012400000124	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012400000127	TROUBLE BREATHING	TFR	PK	27A	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012500000133	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012700000140	TROUBLE BREATHING	TFR, TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE, TRANSPORTED BY
FPK20012700000144	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012700000149	TROUBLE BREATHING	REF, NTR	PK	27B	S67TB	PATIENT REFUSED AMA, NO TRANSPORT REQUIRED
FPK20012800000153	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20012900000154	TROUBLE BREATHING	NTR	PK	27B	S67TB	NO TRANSPORT REQUIRED
FPK20013100000163	TROUBLE BREATHING	TFR	PK	27B	S67TB	TRANSPORTED BY FIRE RESCUE
FPK20011300000062	UNKNOWN MEDICAL	NTR	PK	27B	S67UM	NO TRANSPORT REQUIRED
FPK20012100000104	UNKNOWN MEDICAL	CL	PK	27Y2	S67UM	CLEAR
FPK20010700000032	FIRE OR MEDICAL SERVICE CALL	CL	PK	27B	S68	CLEAR
FPK20010900000048	FIRE OR MEDICAL SERVICE CALL	CL	PK	27A	S68	CLEAR

FPK20010900000049	FIRE OR MEDICAL SERVICE CALL	CL, CFD	PK	27A	S68	CLEAR, CANCELED BY FIRE DEPT
FPK20011500000076	FIRE OR MEDICAL SERVICE CALL	CL	PK	27A	S68	CLEAR
FPK20011900000089	FIRE OR MEDICAL SERVICE CALL	CL	PK	27A	S68	CLEAR
FPK20012200000111	FIRE OR MEDICAL SERVICE CALL	CL	PK	27B	S68	CLEAR
FPK20012400000126	FIRE OR MEDICAL SERVICE CALL	CL	WP	27A	S68	CLEAR
FPK20012900000156	FIRE OR MEDICAL SERVICE CALL	CL	PK	27B	S68	CLEAR
IncidentNumber	SignalDesc	AllDispos	City	Zone	Signal	AllDispositionDescriptions
S25 FIRE	6					
S4 VEHICLE ACCIDENT	39					
S49 ALARM	7					
S67 SICK/INJURED	96					
S68 SERVICE CALL	8					
TOTAL	156					



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Reynold Dieuveille
Commissioner

Georgina Cohen
Commissioner

Agatha Muse-Salters
Town Manager

Christopher J. Ryan
Town Attorney

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice - Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuveille, Commissioner
Newall J. Daughtrey, Assistant Town Manager

From: Todd Larson, Public Services Director

Date: February 21, 2020

Re: Status Report for Public Services Projects

Listed below are the major projects for the Town of Pembroke Park:

1. John P. Lyons Lane Storm Water Improvements Phase II

Scope: The project is a Drainage improvement project for John P. Lyons Lane (SW 31st Ave.) from 2000 feet north of Hallandale Beach Boulevard north to Carolina Street. There is also a pump station to the existing drainage system.

Status: We have applied for funding with the FEMA HMGP grant program. The Town has been listed on the Tier 1 list, and is being reviewed for funding. The Programmatic review is complete, Engineering Recommended and Environmental review is pending. I spoke with Rita Ventry this week and she is preparing the report for FEMA funding. We have requested matching funds from the State Legislature HB# 4017, SB# 1092

2. Hallandale Beach Boulevard Improvements

Scope: The project is a public safety request from the Florida Department of Transportation. We have requested improvements to the traffic light at 48th avenue and guard rail between 48th avenue and 55th avenue on the North side of Hallandale Beach Boulevard.

Status: We worked with the Florida DOT and the Metropolitan Planning Organization to apply for funding. The Project was ranked Number 6 on the MPO List and the list was approved by the full MPO Board. The Department of Transportation has objected to the project. We are scheduled to meet with Gerry O'Reilly on February 27, 2020 to discuss this and other transportation issues.

3. Rural Development Drainage Improvements

Scope: The Town is preparing an application for a grant/loan package with Rural Development. The project is designed to make needed improvements to the Town's drainage system with the help of federal grants and low interest loans.

Status: Peter Kunen was completing the preliminary Engineering and Environmental Reports while the application process proceeds. The project has been sent to the State Clearing House for review and the Notice of Application has been advertised. Peter Kunen sent the reports to Rural Development and was working with Rural Development to complete the additional items requested to obtain funding. This is on hold since Town Engineer Kunen left. We will need to restart process when engineer is in place.

4. Pembroke Park Fire Study

Scope: The Town is preparing to do a study to determine the best future status of fire and emergency medical services. The Study will evaluate the cost and benefits of the current contract system with Broward County verses alternatives.

Status: The Town prepared an RFP and has advertised and obtained three proposals. The proposals were evaluated and discussed at the May meeting. Andre Parks reviewed the BSO fire and police service contracts. This project is in legal.

5. Pembroke Park Preserve Lighting Improvements. CDBG and Broward County Grants.

Scope: Installation of Lighting at the Pembroke Park Preserve and upgrading of existing lighting to provide adequate lighting. (\$250,000 Broward County Grant, \$161,482 CDBG 41-43 year funds)

Status: The scope in the original project is complete. We have received a recommended list of further improvements from the Engineer and estimated cost.

6. CDBG 44th Year Funding Cycle Tot Lot at Raymond P. Oglesby Preserve at Pembroke Park.

Scope: The Town applied for funding for the 44th year CDBG program. The Town received an award of \$61,672 award for the Tot Lot.

Status: The Town has been awarded \$61,672 funding for the tot lot at the Preserve. The project was advertised 6/2/19 and 6/9/19. The Commission approved the contract in July and Ryan and Ryan are finalizing the contract. The contract was signed and the pre-construction meeting is scheduled for October 22, 2019. The project is delayed due to missing items for permitting.. Broward County issued an extension for closeout of the project until April 30, 2020. Myriam and I had a conference call with the contractor, went over the missing paperwork, reviewed with Building Official proposed corrections. The permit has been issued.

7. Recreation Hall Improvements.

Scope: The Town has budgeted to do improvements to the recreation hall located on the Howard P. Clark Sr. Walkway. These improvements include adding slabs to the East and West sides of the building and some repairs inside the building.

Status: The Town Commission has authorized the work to proceed and it is scheduled to be done in the spring. The toilet has been replaced. . We are in the process of obtaining quotes for the electrical panel box replacement.

8. Hardening of Town Hall and Emergency Generator.

Scope: The project consists of replacing the emergency generator at Town Hall with a larger generator and adding automatic transfer to power the entire building including air conditioning and elevators. Upgrading of the doors, garage doors and non-hurricane rated windows on the second floor and a new roof for Town Hall are included.

Status: We applied for HMGP funding through Broward County and FEMA for this project. We have been selected as Tier 1, supplied the requested additional information, the state has approved the project and sent it to FEMA for final review and funding. The HMGP grant would not cover the elevator upgrade but would include a new roof. Town Staff has made a legislative request for funding of this project to include the Town match, needed elevator repairs and air conditioning replacement. The legislative request has been scheduled for committee hearing in the State House.

9. SW 25th Street Storm Water Project

Scope: Project includes drainage structures, storm water pump station, and piping to set up the backbone of the Park Road Drainage system for the south end of Park Road between Hallandale Beach Blvd. and SW 25th street.

Status: We applied for HMGP funding through Broward County and FEMA for this project. We have been ranked in Tier 1. The Programmatic review is complete, Engineering Recommended and Environmental review is Pending. I spoke with Rita Ventry and she is preparing paperwork for FEMA funding. This project is also recommended for funding for the first year of Surtax funds.

10. Pembroke Park Community Garden Improvements

Scope: Proposed Project includes Fencing the Exotic Orchard and adding a walkway and signage to provide recreational and educational use of the facility.

Status: We have applied for funding to create the walkway and add signage The fence around the orchard is completed. We have submitted a Legislative Appropriation request and a FRDAP grant application to provide funding for the walkway improvements. The Town has a legislative appropriation request HB#4223 and Senate SB#1256. Funding is working its way through legislature and FRDAP processes.

11. CDBG 45th Year Funding Cycle, ADA restrooms at Raymond P. Oglesby preserve at Pembroke Park.

Scope: Proposed Project includes construction of restroom facilities with two single stall restrooms and associated facilities to make them ADA compliant.

Status: Application has been filed with Broward County Community Development for the project. We are waiting for the final signed agreement from Broward County Community Development.

12. Renovations to Administration section of first floor for relocation of the Building Department.

Scope: Design new floorplan layout and prepare drawings and complete renovations.

Status: The Town Commission approved a vendor, Rubin Juan Pujol Architect to design the project. The Town Commission approved a funding line item at the June 12, 2019 meeting in the amount of \$25,000. The project is in design and preliminary plans have been reviewed and are being returned with comments from the Structural, mechanical, and electrical inspectors. Offices are being prepared for the Town Manager and Assistant Town Manager on the second floor to allow the renovations to commence once the plans and permits are complete. The project is on hold waiting for finalizing of the other offices that are temporarily housed in the office.

13. Sales Surtax Funding Availability

Scope: The residents of Broward County authorized a 1% surtax for transportation projects. Broward County has up to \$134 Million in funding for fiscal year 2020.

Status: Applications for prioritization were completed by September 17, 2019. We have seven projects eligible for prioritization. We held a meeting in October with the MPO to work on the projects. We are waiting on the MPO for ranking of projects. Ranking for the surtax project first year is scheduled to come out February 19, 2020.

14. Septic to Sewer Project

Scope: There are some areas of the Town that are not on the sanitary sewerage system. Primarily they are SW 30th Avenue from Hallandale Beach Blvd. to Pembroke Rd., SW 30th Hallandale Beach Blvd. from 32 Ave to 48th Avenue is only partially sewerred, and SW 25th CT from Dale Village to 56th Avenue.

Status: The Town applied for legislative appropriation for this project since it is one of the Governor's priorities. HB#4225 We have obtained a proposal from our contract engineer for the preliminary work.

15. County Line Road Safety improvements

Scope: There are limited sidewalks from SW 48th Avenue to SW 56th Avenue along County Line Road. The Town in consideration of the safety of the school children has developed a project to design and build the project including drainage, sidewalks and traffic light improvements.

Status: The town has prepared and sent a legislative request for this project. It has been sponsored and the House Bill # is 4235 and Senate Bill # 1339.

16. SW 52nd Avenue and South Park Road Bicycle Path and Sidewalk Improvements

Scope: This is an infill project for bicycle path and sidewalks on SW 52nd Avenue and South Park Road. It includes Drainage adjustment, Resurfacing, and construction of missing segments of sidewalk and bicycle path.

Status: Funds were applied from CSLIP through Broward County. The project has a preliminary rank of 2 for funding and would be added to this year's list of fundable projects when issued in the next couple of months.



February 4, 2020

Todd Larson
Town Engineer / Public Works Director
Town of Pembroke Park
3150 SW 82nd Avenue
Pembroke Park, FL 33023
Phone: (954) 966-4600 x212
TLarson@townofpembrokepark.com

RE: Work Authorization #6

Project Name: SW 30th Avenue Sanitary Sewer Project
Project Location: SW 30th Avenue between Hallandale Beach Boulevard & Pembroke Road
Our Project/Proposal Number: 09630.M6

Dear Mr. Larson:

In accordance with your request and pursuant to our Master Agreement to provide Professional General Engineering Consulting Services to the Town of Pembroke Park, as provided by Town's Agreement dated April 13, 2017, this agreement between Keith & Associates, Inc. dba KEITH ("CONSULTANT"), and the Town of Pembroke Park ("CLIENT") for civil engineering consultant services is submitted for your consideration and approval. All the terms and conditions of the Master Agreement apply to this Work Authorization

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide professional services associated with sanitary sewer improvements project of SW 30th Avenue, which is to be connected to the existing Town of Pembroke Park sanitary sewer system via a forcemain. The project will consist of a gravity sanitary sewer system and a pressurized system. The pressurized system has two (2) alternative routes to be able connect to the existing wastewater system. The preferred route will be selected by the CLIENT after the route study report has been completed by KEITH.

This professional service shall include surveying, subsurface utility engineering (SUE), a route study report, design and permitting for the proposed sanitary sewer system project of SW 30th Avenue as described below:

SW 30th Avenue - from Hallandale Beach Boulevard to Pembroke Road (approx. 4,200 ft). It is anticipated that the new sanitary sewer system will consist of a gravity sewer with manhole structures, pipes, and pressurized system with vales, pipes, air release valves, fittings, a pump station, and a connection to the existing system.

Alternative Route #1 – from SW 30th Avenue to S Park Rd through the utility easement between properties 1950 SW 30th Avenue & 1820 SW 30th Avenue and properties 1901 SW 31st Avenue

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
5805 Blue Lagoon Drive
Suite 218
Miami, FL 33126
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
2948 E. Livingston St
Suite 100
Orlando, FL 32803
954.788.3400

APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan.



PROJECT SCOPE

KEITH services included for this project

☐ **Survey**

- ☐ ALTA/NSPS
- ☐ Topography
- ☐ Boundary
- ☐ Tree
- ☐ Sketch and Description
- ☐ Construction Layout
- ☐ Construction As-Built
- ☐ Other _____

☒ **SUE**

- ☒ Horizontal Designation
- ☒ Location Services
- ☒ Utility Mapping
- ☐ Records Research
- ☐ Other _____

☐ **Planning Services**

- ☐ Due Diligence
- ☐ Platting
- ☐ Rezoning
- ☐ Conditional Use Permit
- ☐ Right of Way Vacation
- ☐ Site Plan Processing and Coordination
- ☐ Other _____

☒ **Civil Engineering Services**

- ☐ Paving, Grading and Drainage
- ☒ Water Distribution and Sanitary Sewer
- ☒ Storm Water Prevention
- ☒ Other _____

☐ **Transportation Engineering Services**

- ☐ Major Roadway
- ☐ Minor Roadway
- ☐ Drainage
- ☐ Maintenance of Traffic Plans
- ☐ Quality Control
- ☐ Other _____

☐ **Traffic Engineering Services**

- ☐ Traffic Impact Study
- ☐ Traffic Impact Statement
- ☐ Parking Study
- ☐ Pavement Marking and Signage
- ☐ Signalization
- ☐ Roadway Lighting
- ☐ Other _____

☐ **Landscape Architecture Services**

- ☐ Hardscape and Paving
- ☐ Fine Grading
- ☐ Landscape
- ☐ Irrigation
- ☐ Site Lighting
- ☐ Pools or Water Features
- ☐ Specialty Features
- ☐ Other _____

☒ **Construction/Program Management Services**

- ☐ Permitting
- ☒ Bidding Assistance
- ☒ Construction Observation
- ☒ Construction Certification
- ☐ Other _____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.



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DESCRIPTION OF SERVICES AND DELIVERABLES

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES

KEITH will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation and location of existing subsurface utilities. KEITH shall designate all known tone able and non-tone able utilities (within the limits of the 3 areas as listed below) Gravity systems, service laterals, irrigation or overhead facilities are not included in this investigation.

Task 201 Horizontal Designation Services

KEITH will horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services. The limits of SW 30th Avenue will include the full right of way of SW 30th Avenue. Alternate 1 limits will include the right of way for SW 31st Ave, Carolina St, a section S Park Rd, and in the easement from building's facade extending 15' beyond the north easement line. Alternate 2 limits will include the southern half right of way of Pembroke Rd from SW 30th Ave to 100 feet west beyond the westernmost ROW of S Park Rd.

Task 202 Location Services

Required utility location test holes will be incorporated in the design agreement. Test holes are not included in this proposal.

Task 203 Utility Mapping

KEITH shall survey the paint marks/flags/markers that designate the locations of underground utilities and test hole locations. Surveyed information shall be delivered in an AutoCAD Civil3d file referenced to the Florida State Plane Coordinate System (NAD83/11). Test holes shall be located with Real Time Kinematic (RTK) GPS with the Florida Permanent Reference Network (FPRN) for elevations referenced to the North American Vertical Datum of 1988 (NAVD88)

Subsurface Utility Engineering Conditions and Understandings

CLIENT is required by law to contract Sunshine State One Call of Florida forty-eight (48) hours in advance of any CLIENT excavation. KEITH will not access confined spaces. If confined spaces need to be accessed for locating purposes, then the client will be notified, and further arrangements will be made for said access. Additional fees may be applicable. If additional MOT is required beyond the capability of KEITHS standard MOT operations, KEITH will notify the client. Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis. This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.



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CIVIL ENGINEERING SERVICES

Task 301 Preliminary Route Study Report

Preliminary Route Study Report

The CLIENT shall provide KEITH with all available information associated with the stormwater system, water system and other utilities systems within the project area. Also, the CLIENT shall provide all available with the sanitary sewer system within the CLIENT limits

KEITH shall:

1. Review all previously prepared As-Built/Topographic Surveys/Design Plans/Permits/Agreements/Sanitary Sewer Master Plan and Reports, and other relative information made available by the CLIENT and/or collected by KEITH.
 - Coordinate with City of Hollywood for allocation for the proposed demand.
 - Coordinate with the CSX Railroad for directional drill crossing.
2. Contact local utility companies that may have facilities in the area, water, sanitary sewer, power, telephone, cable, to obtain as-built information and request field location if possible.
3. Perform site observations in order to obtain a better understanding of the existing utilities patterns and conditions for the project area.
4. Perform a comprehensive evaluation of the Broward County Contamination Maps to determine if there is any contamination on the routes. If further investigation is required, then the services of Radise International would be contracted to perform the geotechnical and environmental exploration.
5. Based on this information, KEITH will prepare a schematic base map outlining the approximate locations of the existing infrastructure and other utilities in the area. This information will be approximate, and its accuracy limited to the available information.
6. Describe the appropriate measures that can be implemented, including identifying viable alignment alternatives or any other engineering techniques.
7. Meet with CLIENT to review these alternatives prior to discussing with jurisdictional agencies.
8. Meet with jurisdictional agencies and/or other stake-holders; including:
 - Town of Pembroke Park Public Works Department.
 - City of Hollywood Public Utilities Department.
 - Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Sanitary Sewer
 - Broward County Water and Wastewater Services (BCWWS)
 - CSX Railroad for directional drill crossing.
 - Florida Department of Transportation (FDOT)
9. Based on these meetings, revise the previously described measures that can be implemented, including identifying alignment alternatives or any other engineering techniques that truly viable and “permissible”.
10. Prepare a Route Study Report. The purpose of the route study report is to provide all collected documentation; describe existing facilities, design criteria, design constraints; identify potential viable/permissible wastewater design alternatives and provide recommendations in an effort for the CLIENT to select one alternative to move forward with engineering design.

KEITH shall attend one (1) coordination meeting with the CLIENT to review the schematic design, code and integration of the design with existing conditions (including utilities/trees/etc.) and environmental impacts of the project. KEITH will coordinate with the CLIENT and other team



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members in the preparation of plans to avoid conflicts between disciplines.

Initial Engineer's Opinion of Probable Cost for Alternatives

KEITH shall prepare a cost analysis of the scenarios generated. The cost estimates shall include all costs relative to the complete construction of each alternative (up to three). The estimates may be used by the CLIENT for initial budgeting of the project.

Once the CLIENT has decided on an Alternative and/or Recommendation based on the information provided under the Initial Engineering Services, KEITH shall proceed with Design Services.

Deliverables

1. Preliminary Route Study report
2. Initial Engineer's Opinion of Probable Cost

Task 302 Preliminary Engineering / Schematic Design (SD) / Site Plan/DRC (TBD)

Preliminary Civil Engineering Design Plans

KEITH shall research existing available records for the project and prepare preliminary civil engineering plans for the infrastructure improvements to support the processing of the site plan layout for the Project. The preliminary civil engineering plans shall be prepared in accordance with the CLIENT and regulatory agency requirements and will include Sanitary Sewer System adjustments and services.

The Preliminary Plans are for regulatory agency (Development Review Committee, DRC), Site Plan review and approval.

The preliminary engineering plan shall include available existing utility information collected from various sources (Government Agencies, Utility providers etc.). This preliminary utility information will be relied upon by KEITH in the preliminary design phase. Final design may require additional survey and Subsurface Utility investigation to verify the preliminary information supplied to or obtained by KEITH. KEITH will utilize a topographic survey and site plan supplied by the CLIENT, either as identified elsewhere in this agreement or from the CLIENT's other Consultant / Surveyor, as a base for the preliminary civil plans.

Preliminary, sanitary sewer calculations shall be performed to address the impacts of the proposed development relating to the requirements of the site plan submission. One preliminary engineering plan will be prepared based on the supplied site plan design.

KEITH shall attend one (1) coordination meeting with the CLIENT and Development Services Department to review the schematic design, code and integration of the design with existing conditions (including utilities/trees/etc.) and environmental impacts of the project. KEITH will coordinate with the CLIENT and other team members in the preparation of plans to avoid conflicts between disciplines.

Engineering Processing, Coordination and Meetings with Government Agencies / Permit Authorities

KEITH shall coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings for base-line design agreements, review with the CLIENT Engineering, and Utility representatives. Also, coordinate with applicable State, and County Agencies required for final permit submittals.



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Deliverables

1. Preliminary Design Plans
2. Preliminary Sewer Calculations as required
3. Preliminary Opinion of Probable Construction Cost – For above referenced Design Elements
4. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Task 303 Construction Documents (CD) - Final Engineering (TBD)

Pavement Marking & Signing Plans

The CONSULTANT shall prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan shall include standard details and notes.

Water Distribution and Sanitary Sewer Plans

KEITH shall prepare sanitary sewer system plans to service the proposed service area. Sanitary sewer calculations shall be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal.

It is anticipated that all existing utility infrastructure is adequate to provide the required sanitary sewer services to the proposed improvements. An evaluation of the existing infrastructure regarding capacity to service the proposed development will be made. Design services for Public Infrastructure improvements required to serve the proposed development will be addressed with a supplemental additional services agreement.

Erosion Control Plans

KEITH shall prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) shall include standard details and notes to meet the requirements of the regulatory agencies.

Demolition Plan

KEITH shall prepare a Demolition Plans incorporating removal of the existing improvements in conflict with the proposed facilities. This plan shall include standard details and notes. Should permitting be required for this work, it will need to be provided by a licensed demolition contractor.

Note: The use of explosive demolition materials and the assessment for or removal of hazardous materials or toxic waste are not included in these services and will not be incorporated in the Demolition Plan.

Deliverables

1. Construction Documents (60% and Final Construction Documents) for above referenced Plans



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2. Specifications – For above referenced Design Elements (specifications may be included in the plan sheets or a separate documents for inclusion in the Contract Document Specification book.)
3. Sewer Calculations as required
4. Opinion of Cost – For above referenced Design Elements
5. Meetings and Team Coordination – During the specified duration in the project schedule, the KEITH team will attend all required meetings and coordination. It is assumed all meetings will be in South Florida.

Task 304 Engineering Permitting (TBD)

KEITH shall attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Sewer System

- Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Sanitary Sewer
- Florida Department of Environmental Protection (FDEP) –Water and Sanitary Sewer
- Broward County Water and Wastewater (BCWWS) – Sanitary Sewer
- City – Water and Sanitary Sewer

Pavement Markings and Signage

- County Traffic Engineering Division
- City Engineering

If additional permits are required, KEITH shall process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

KEITH shall prepare a signage and pavement marking plan that meets the requirements of the regulatory agencies. This plan will be developed in accordance with the proposed site plan and shall include standard details and notes.

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 401 Construction Observation (TBD)

KEITH shall provide construction observation services in order to ensure the integrity of the design intent, and certify to the Town of Pembroke Park and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: KEITH shall review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and



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specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: KEITH shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH shall coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period of eight (8) months. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached).

As-builts Review: KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections: KEITH shall participate, with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete, and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CITY, participate in a final inspection together with CITY and contractor representatives to assure that all "Punch List" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CITY.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The construction observation and certification for the civil work is an anticipated construction period for the site work of eight (8) months

We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.



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SCHEDULE

SUE SERVICES

Task 201 Horizontal Designation Services	30 Days
Task 203 Utility Mapping	30 Days

CIVIL ENGINEERING SERVICES

Task 301 Preliminary Route Study Report	45 Days
Task 302 Preliminary Engineering / Schematic Design (SD) / Site Plan/DRC (TBD)	45 Days
Task 303 Construction Documents (CD) - Final Engineering (TBD)	30 Days
Task 304 Engineering Permitting (TBD)	120 Days

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 401 Construction Observation (TBD)	240 Days
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COMPENSATION

SUE SERVICES

Task 201 Horizontal Designation Services	\$27,000	(Lump Sum)
Task 203 Utility Mapping	\$10,000	(Lump Sum)

PLANNING SERVICES

Not part of this contract

CIVIL ENGINEERING SERVICES

Task 301 Preliminary Route Study Report	\$20,000	(Lump Sum)
Task 302 Preliminary Engineering / Site Plan (TBD)	\$	(Lump Sum)
Task 303 Construction Documents (CD) (TBD)	\$	(Lump Sum)
Task 304 Engineering Permitting (TBD)	\$	(Lump Sum)

CONSTRUCTION/PROGRAM MANAGEMENT SERVICES

Task 401 Construction Observation	\$	(Lump Sum)
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Total Fee	\$57,000	+ reimbursables
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IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
KEITH

Alex Lazowick
Executive Vice President

DATED: _____

As to CLIENT
Todd Larson
Town of Pembroke Park
Town Director of Public Works
Signature: _____

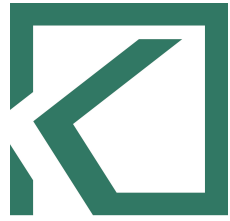
Print Name: _____

Title: _____

DATED: _____



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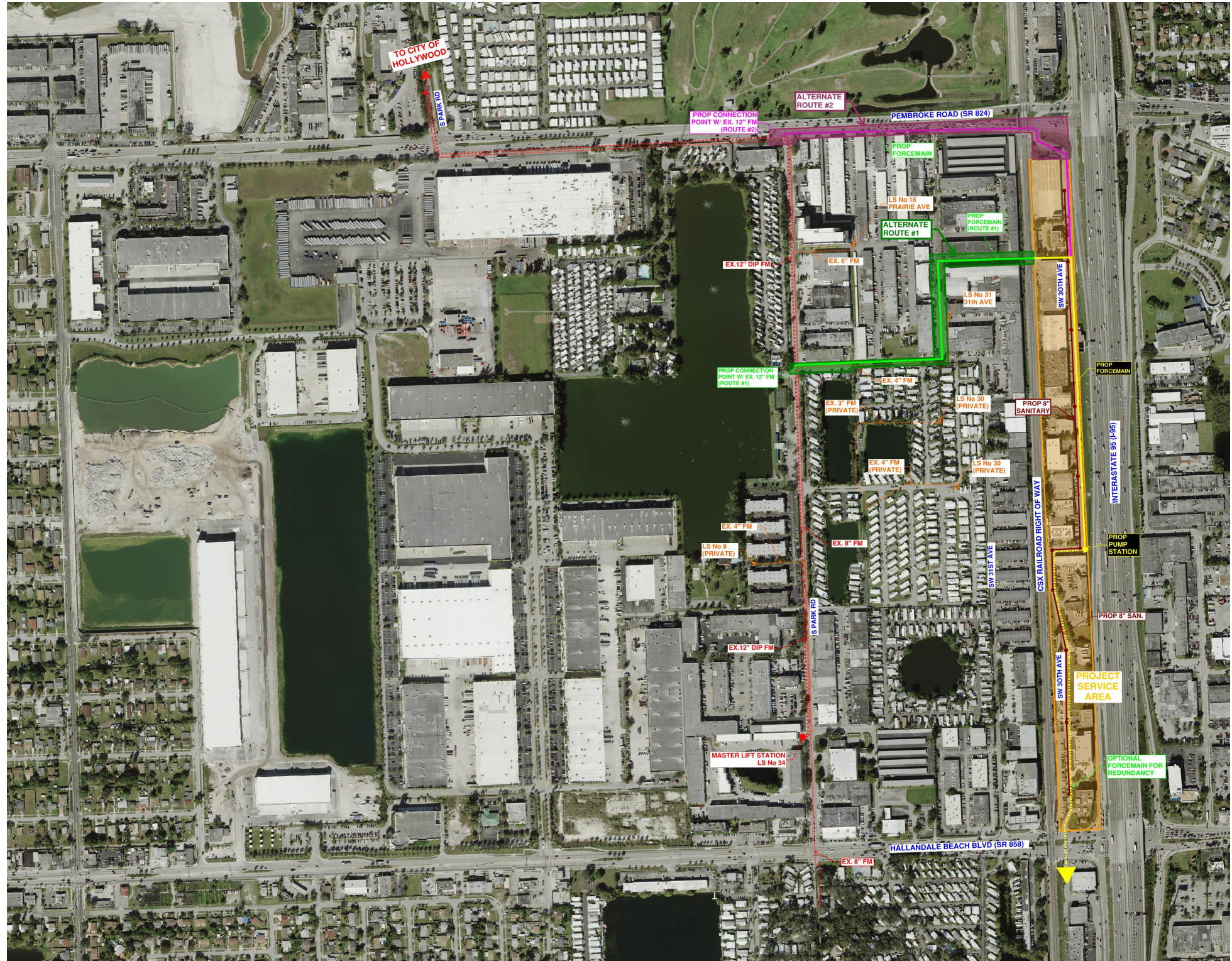
KEITH

SW 30TH AVENUE SANITARY SEWER IMRPOVEMENTS PROJECT

PREPARED FOR
THE TOWN OF PEMBROKE
PARK



LEGEND	
PROP. FORCEMAIN	—————
PROP. PUMP STATION	●
OPTIONAL FORCEMAIN	-----
PROP FORCEMAIN (ROUTE#1)	—————
PROP FORCEMAIN (ROUTE#2)	—————
PROP. SANITARY	—————
PROP. SANITARY MANHOLE	●
EX. PUBLIC FORCEMAIN	- - - - -
EX. PIVATE FORCEMAIN	
EX. MASTER PUMP STATION	●
EX. LIFT SATION	●



SANITARY SEWER ROUTE SCHEMATIC PLAN

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
5805 Blue Lagoon Drive
Suite 218
Miami, FL 33122
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
120 N Federal Hwy
Suite 208
Lake Worth, FL 33460
561.469.0992

Orange County
2948 E Livingston Street
Suite 100
Orlando, FL 32803
954.788.3400



TOWN OF PEMBROKE PARK

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

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice - Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Newall J. Daughtrey, Assistant Town Manager

From: Todd Larson, Public Services Director

Date: February 19, 2020

Re: Vehicle Tracking

Town staff has obtained three quotes for Vehicle Tracking based on the Florida State Contract. We are recommending the use of Verizon, which has the lowest monthly recurring fee of \$323.00 and a startup cost of \$595.17.

Company	Start Up Cost	Monthly Fee (17 units)	Total 12 Month Cost
Verizon	\$595.17	\$323.00	\$4,471.17
Sprint MCS	-\$626.54	\$489.77	\$5,250.70
AT&T	\$873.00	\$697.00	\$8,997.00

AT&T Fleet Complete

AT&T Fleet Complete
3455 Peachtree Road NE
Atlanta, GA
30326
T: 1-800-220-0779

QUO-01986-K7X8T3

Effective Date: 10/11/2019

From: Stephen Smyth

Client: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, US-FL 33023
USA

Ship To: Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, US-FL 33023
USA

PRODUCTS

Quantity	Product Code	Product Type	Product Description	Unit Price	Total
17	100294 Firstnet FT Advanced- unbundled	Kit-1		✓ \$50.00	\$850.00
1	101023 Shipping- Ground Shipment 11-25	Service		✓ \$23.00	\$23.00
17	100019 : AT&T : : : MGS800 Fleet Tracker	Hardware		\$0.00	\$0.00
17	100098 Universal Cable MGS800 - OBD	Accessory	Universal OBD harness for device installation behind the vehicle dash.	\$0.00	\$0.00

SUBSCRIPTIONS

Quantity	Product Code	Frequency	Price	Total
17	100360 FC INSTALL SOC \$3	Monthly <i>\$100/vehicle for 36 months</i>	✓ \$3.00	\$51.00
17	100386 Fleet Complete Fleet Tracker 18	Monthly <i>Hosting fee</i>	✓ \$16.00	\$272.00
17	100624 FirstNet 250MB data plan	Monthly	✓ \$8.00	\$136.00

ADDITIONAL TERMS AND CONDITIONS

Contract Length:	0 Monthly Terms	Telecommunications Service Provider (TSP):	AT&T
Above prices valid for :	30 days after Effective Date	Early Termination Fee (ETF):	\$0.00
Total Upfront Fees:	\$873.00	Fees (Monthly):	\$697.00

Sprint MCS Contract Quotation - Estimated Cost

Customer Information		Contract Information	
Customer Name:	Pembroke Park	Remit To Address:	PO Box 4181 Carol Stream, IL 60197-4181
POC:	Myriam Jacques	Vendor PO Address:	1505 Farm Credit Drive 4th floor, McLean, VA 22102
Address:	3150 SW 52nd Ave.	Contract Number:	MCS #DMS 10-11-008B
City:	Pembroke Park		
State:	Florida		
Zip:	33023		
POC:			
Email Address:	mjacques@townofpembrokepark.com		
Acct # (if applicable):	tbd		
Quote Date: 10.9.19 Expiration Date: 10.31.19		Contract Vehicle: #DMS 10-11-008B	

Sales Representative Information

Name & Title: Tom Nadler/ Tracy Srodes
 Phone: 305 345 6637
 Email Address: Tomer.nadler@sprint.com

Note: Handset credit and promotions only apply per device with the purchase of an associated service plan

Equipment Sale / Replacement / Upgrade					
Qty.	Model	Suggested Retail Price	Upgrade	Gov Price	Extended Price
17	GO9 Vehcile Trackers	✓ \$149.99		\$0.00	\$0.00
17	Set up charge			✓ \$59.00 !	\$1,003.00
17	DISCRESSIONARY CREDIT - Set charge			-\$50.00	-\$850.00
8	Car Adaptors			\$25.00	\$200.00
2	Credit towards install - 2 months			-\$489.77	-\$979.54
17	Total				Subtotal for equipment: -\$626.54

TOTAL ONE-TIME CHARGES

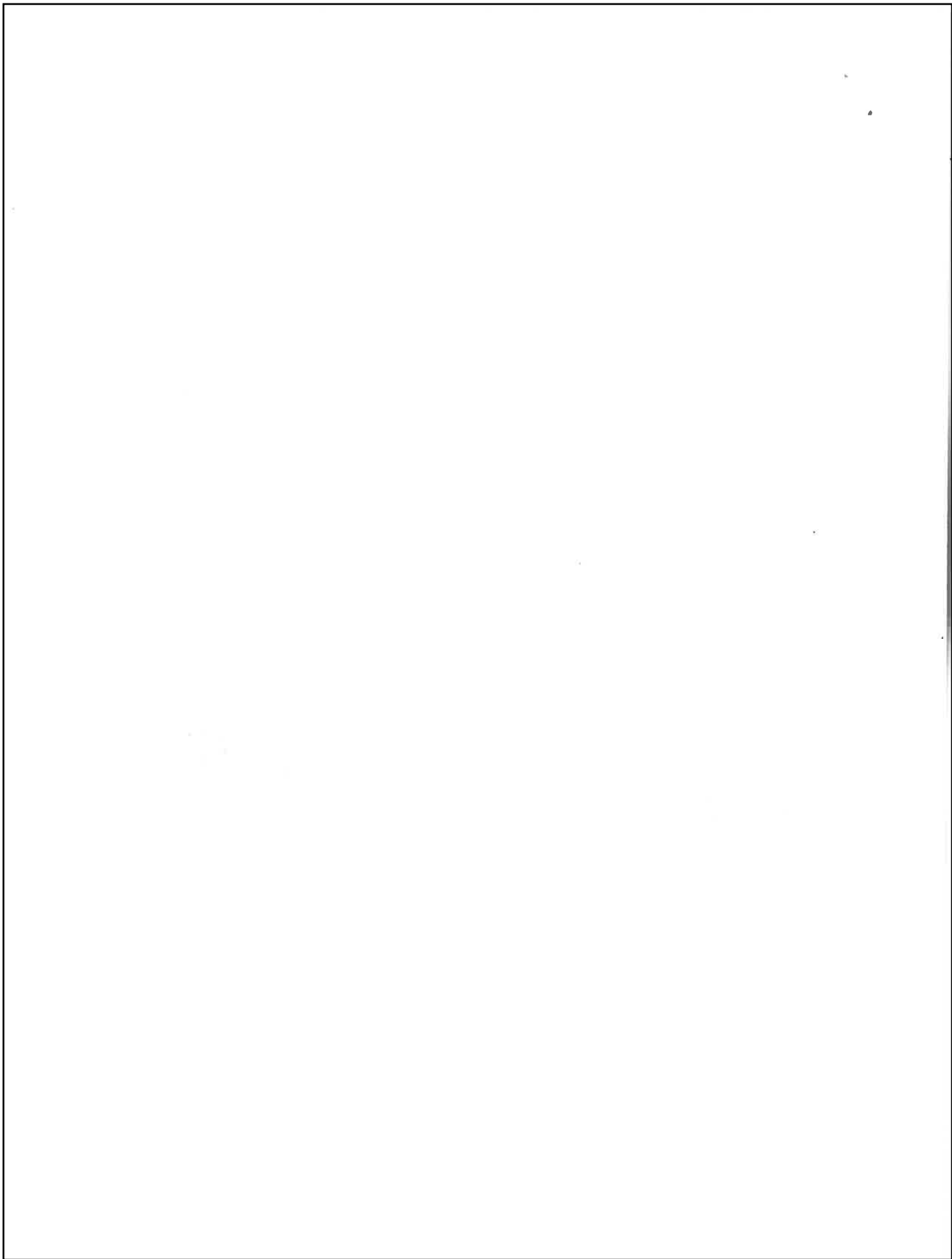
Rate Plans Voice/Tablet/Aircard/Telemetry					
Qty.	Rate Plan	MRC	Minutes In bucket	Months	Extended Monthly Price
	<i>Rate Plan</i>				
17	Spireon Fleetlocate Advanced Plus	✓ \$23.68 3	<i>Plan + software</i>	1	\$402.56
17	40MB Data plan - 15 Sec Ping rate	✓ \$5.13 4		1	\$87.21
17	<i>30 days</i>				
17	Total				Subtotal for monthly recurring service: \$489.77



Universal Funding Fee TBD

TOTAL MONTHLY RECURRING CHARGES **\$489.77**

This quotation for equipment and/or services under Sprint Communication's is provided for informational purposes only. This quotation is not and should not be construed as an offer by Sprint Communications to perform any work or to provide any products and/or services; is not intended to convey Sprint Communication's agreement to perform any work or provide any product and/or services; nor is it intended to indicate a customer's eligibility to order equipment and/or services. To order equipment and/or services, eligible customers must submit a valid purchase order, credit card, or execute a funding form agreement. This quotation is valid for thirty (30) days from the date on which it was issued, and may be extended by written approval of Sprint's Strategic Pricing Group.



Myriam Jacques

From: Blankstrom, Dan [SLS] <Dan.2.Blankstrom@sprint.com>
Sent: Wednesday, October 09, 2019 4:10 PM
To: Myriam Jacques
Cc: Nadler, Tomer [SLS]; tracy.Srodes@managemobility.com; West, Daniel [SLS]
Subject: Request for Quote - Mobile Communication Services - Sprint Response
Attachments: Sprint Fleet GPS Quote for Pembroke Park.pdf

Importance: High

Good afternoon Ms. Jacques,

Tom Nadler is out of the office but he wanted the Sprint team to respond to your request as soon as possible. Attached is the proposal for your review, additional comments are noted below with your original requested questions.

Installation options

- 1) Training to install (Training will be provided at no additional cost)
- 2) Company installation (Installation of this simple solution is typically self-installed)

Please let the Sprint team know if there are any questions or if any additional information may be needed.

Very best regards,

Dan Blankstrom
Sprint Solutions Engineer
O: 954-713-9658/ M: 281-802-1211
dan.2.blankstrom@sprint.com



/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

b

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STATE OF FLORIDA PRICING



Customers can add or remove users as needed; no termination charges apply.

Note: Data charges may apply

On day 27, Canvas will send an email to the customer to remind them that the first 30 days were free and billing for the app will start the following month.

Canvas only works with smartphones, laptops and tablets. It is not compatible with feature phones, MBB cards or M2M devices.

The use of Canvas is subject to a customer agreement to Canvas terms and conditions, which includes terms that may be unacceptable to some government customers. Before enrolling your customer please carefully review all Canvas terms and conditions. View terms of use at - https://www.gocanvas.com/terms_of_use.

SPIREON

[\[Back to Price Page\]](#)

- 89. SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION** – The Spireon FleetLocate Trailer Management Solution ("FleetLocate Trailer Solution") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution includes training, maintenance support, standard ground shipping for the Trailer Device, access to the Nationwide Sprint Network, messaging, and the Trailer Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12 Trailer Device
MRC	19.43*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution.

(1) Activations of the FleetLocate Trailer Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate



STATE OF FLORIDA PRICING



Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.

C. Technical Support. For technical support related to the FleetLocate Trailer Solution, Customer should call Spireon at 888-546-9810.

90 SPIREON FLEETLOCATE POWERED ASSET SOLUTION

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The Spireon FleetLocate Powered Asset Solution ("FleetLocate Powered Asset Solution") includes a web-based powered asset management Application from Spireon, Inc. ("Spireon") that provides real-time powered asset location information and the duration of engine usage ("Spireon Powered Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless devices provided by Spireon ("Powered Asset Devices"). In addition to access to the Spireon Powered Asset Application, the MRC for the FleetLocate Powered Asset Solution includes training, maintenance support, standard ground shipping for the Powered Asset Device, access to the Nationwide Sprint Network, messaging, and the Powered Asset Device. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

	FL12EQ Powered Asset Device
MRC	19.43*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Asset Device activated with the FleetLocate Powered Asset Solution.

(1) Activations of the FleetLocate Powered Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Asset Application and the Powered Asset Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL12EQ Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.

C. Technical Support. For technical support related to the FleetLocate Powered Asset Solution, Customer should call Spireon at 888-546-9810.



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91. SPIREON FLEETLOCATE ASSET SOLUTION.

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The Spireon FleetLocate Asset Solution ("FleetLocate Asset Solution") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution includes the FL700 Device, training, standard ground shipping for the FL700 Device, access to the Nationwide Sprint Network, and messaging. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	17.95*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution.

- (1) Activations of the FleetLocate Asset Solution may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution may not be purchased in conjunction with certain Sprint promotions or contests.

- B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, and replacement of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions**
- C. Technical Support.** For technical support related to the FleetLocate Asset Solution, Customer should call Spireon at 888-546-9810.

92. SPIREON FLEETLOCATE FLEET MANAGEMENT STANDARD SOLUTION - UNBUNDLED DATA.

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The Spireon FleetLocate Fleet Management Standard Solution ("FleetLocate Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Standard Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Standard Fleet Application, the MRC for the FleetLocate Standard Solution



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includes the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Access to the Nationwide Sprint Network and messaging are not included and Customer may purchase these services from Sprint for an additional charge.

A. Charges

MRC	24.55*
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.13*
Garmin Activation Fee	\$24.60
Power Take-Off Tracking	\$3.08*
1 minute - Frequent Pinging	\$5.13*
30 second – Frequent Pinging	\$10.25*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Standard Solution.

- (1) Activations of the FleetLocate Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Standard Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Standard Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Standard Solution. Additional accessories will be required for this feature to operate.
- (3) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Additional accessories will be required for this feature to operate.



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- (4) The FleetLocate Standard Solution will ping a vehicle at two minute intervals. A Frequent Pinging option may be added to the FleetLocate Standard Solution to enable Customer to track the location of a vehicle at either one minute or 30 second intervals.
- B. Customer's use of the Spireon Standard Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Standard Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.
- C. **Technical Support.** For technical support related to the FleetLocate Standard Solution, Customer should call Spireon at 888-546-9810.

93. SPIREON FLEETLOCATE FLEET MANAGEMENT BASIC SOLUTION - UNBUNDLED DATA.

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The Spireon FleetLocate Fleet Management Basic Solution ("FleetLocate Basic Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features, breadcrumb trail, geofencing, idling, speeding, maintenance and safety alerts (the "Spireon Basic Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Basic Fleet Application, the MRC for the FleetLocate Basic Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$15.38*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Basic Solution.

- (1) Activations of the FleetLocate Basic Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Basic Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- B. Customer's use of the Spireon Basic Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Basic Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. **Technical Support.** For technical support related to the FleetLocate Basic Solution, Customer should call Spireon at 888-546-9810.



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94. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED SOLUTION - UNBUNDLED DATA.

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The Spireon FleetLocate Fleet Management Advanced Solution ("FleetLocate Advanced Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features integrated with vehicle diagnostics and driver safety features with alerts ("Spireon Advanced Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Advanced Fleet Application, the MRC for the FleetLocate Advanced Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

i. Charges

MRC	\$21.15*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
GoTalk	\$0.00*

* MRC is net of all discounts. **Customer's Service Pricing Discount is not applicable.**

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Solution.

Activations of the FleetLocate Advanced Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Solution may not be purchased in conjunction with certain Sprint promotions or contests.

Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.

Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.

Spireon's Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver's productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.



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GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.

- B. Customer's use of the Spireon Advanced Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Solution Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.
- C. **Technical Support.** For technical support related to the FleetLocate Advanced Solution, Customer should call Spireon at 888-546-9810.

95. SPIREON FLEETLOCATE FLEET MANAGEMENT ADVANCED PLUS SOLUTION - UNBUNDLED DATA [Back to Price Page](#)

The Spireon FleetLocate Fleet Management Advanced Plus Solution ("FleetLocate Advanced Plus Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time GPS Tracking features integrated with vehicle diagnostics, driver safety features with alerts and Hours of Service (HOS) regulatory compliance features including mobile driver logs, electronic driver log reports and driver inspection reporting (DVIR) ("Spireon Advanced Plus Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL7 Vehicle Tracker device provided by Spireon ("FL7 Device"). In addition to access to the Spireon Advanced Plus Fleet Application, the MRC for the FleetLocate Advanced Plus Solution includes the FL7 Device, training, and standard ground shipping for the FL7 Device. Access to the Nationwide Sprint Network is not included and Customer may purchase this service from Sprint for an additional charge.

ii. Charges

MRC	\$23.67*
Spireon Web-Based Software	Included
Setup Fee**	\$59.99
Garmin	\$0.00*
Power Take-Off Tracking	\$0.00*
Driver ID	\$0.00*
Active Tracking	\$0.00*
GoTalk	\$0.00*



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MRC	\$23.67*
GoTalk Plus Active Tracking	\$0.00*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL7 Device activated with the FleetLocate Advanced Plus Solution.

- (1) Activations of the FleetLocate Advanced Plus Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Advanced Plus Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) The FleetLocate Advanced Plus Solution also allows Android devices to access the Spireon fleet management Application through the applicable application store. The tablet device, mount, interface cable, and the additional data access plan for the tablet are not included in the MRC set forth above.
- (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Advanced Plus Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the service and the messaging tab in the FleetLocate Advanced Plus Solution user interface. The Garmin personal navigation device is not included. Customer must purchase additional accessories for this feature to operate.
- (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle. Customer must purchase additional accessories for this feature to operate.
- (5) Spireon's Driver ID solution plugs directly into the FleetLocate GPS tracking device and, through key fobs assigned to each driver, allows Customer to identify individuals to keep better track of each driver's productivity and on-road safety – no matter which vehicle they use. This optional feature can only be used with FleetLocate Advanced and FleetLocate Advanced Plus solutions. Customer must purchase additional accessories for this feature to operate.
- (6) Active Tracking allows Customer to monitor vehicle movement on the Spireon Advanced Plus Fleet Application map screen in near real-time. This optional feature requires a 25MB Sprint Data Access Business Plan.
- (7) GoTalk is an in-vehicle add-on primarily designed to communicate canned spoken instructions/notifications to drivers with limited distraction. Customer must purchase additional accessories for this feature to operate.
- (8) GoTalk Plus Active Tracking provides custom alerts and allows live driver coaching using custom spoken messages. GoTalk Plus Active Tracking requires Active Tracking. Customer must purchase additional accessories for this feature to operate.

B. Customer's use of the Spireon Advanced Plus Fleet Application and the FL7 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Advanced Plus Solution. Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair and replacement of the FL7 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.

C. Technical Support. For technical support related to the FleetLocate Advanced Plus Solution, Customer should call Spireon at 888-546-9810.



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96. SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 ESSENTIAL SOLUTION - UNBUNDLED DATA.

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The Spireon FleetLocate Fleet Management FL4 Essential Solution ("FleetLocate FL4 Essential Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides a real-time information platform to locate vehicles, and track driver behavior ("Spireon FL4 Essential Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon ("FL4 Device"). In addition to access to the Spireon FL4 Essential Application, the MRC for the FleetLocate FL4 Essential Solution includes use of the FL4 Device, training, and standard ground shipping for the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.

A. Charges

MRC	\$11.23*
Spireon FL4 Essential Application	Included
Setup Fee**	\$50.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Essential Solution.

- (1) Activations of the FleetLocate FL4 Essential Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Essential Solution may not be purchased in conjunction with certain Sprint promotions or contests.
 - (2) Optional accessories are available for an additional charge.
- B. **Spireon Terms.** Customer's use of the Spireon FL4 Essential Application and the FL4 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate FL4 Essential Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.
- C. **Technical Support.** For technical support related to the FleetLocate FL4 Essential Solution, Customer should call Spireon at 888-546-9810.

97. SPIREON FLEETLOCATE FLEET MANAGEMENT FL4 STANDARD SOLUTION - UNBUNDLED DATA.

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The Spireon FleetLocate Fleet Management FL4 Standard Solution ("FleetLocate FL4 Standard Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides a real-time information platform to locate vehicles, track driver behavior, and provide vehicle diagnostics ("Spireon FL4 Standard Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL4 Vehicle Tracker device provided by Spireon ("FL4 Device"). In addition to access to the Spireon FL4 Standard Application, the MRC for the FleetLocate FL4 Standard Solution includes use of the FL4 Device, training, and standard ground shipping for the FL4 Device. Access to the Nationwide Sprint Network and messaging are not included; Customer must purchase these services from Sprint for an additional charge. Installation is not included and Customer may purchase this service from Sprint for an additional charge.



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A. Charges

MRC	\$13.28
Spireon FL4 Standard Application	Included
Setup Fee**	\$50.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Setup Fee is a one-time charge that will be applied for each FL4 Device activated with the FleetLocate FL4 Standard Solution.

(1) Activations of the FleetLocate FL4 Standard Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate FL4 Standard Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Optional accessories are available for an additional charge.

B. Spireon Terms. Customer's use of the Spireon FL4 Standard Application and the FL4 Devices is subject to Customer's acceptance of the Subscription Service Agreement and Terms of Purchase presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate FL4 Standard Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Sprint related to expedited shipping, installation, or repair, replacement and returns of the FL4 Devices. The Spireon Terms are subject to change without prior notice to Customer. If Spireon chooses to make a change to the Spireon Terms and the Customer reasonably determines such a change has a material adverse effect on the Customer's use of the FleetLocate Solutions, then the Customer may terminate the affected FleetLocate Solutions for convenience without incurring any early termination liability relating to the discontinuance of the affected FleetLocate Solutions.

C. Technical Support. For technical support related to the FleetLocate FL4 Standard Solution, Customer should call Spireon at 888-546-9810.

98 Equipment Service and Repair Plan

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No Terms and Conditions for this product.

99 Mobile to Mobile (add to plan)

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No Terms and Conditions for this product.

100 International LD calling Plan

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No Terms and Conditions for this product.

101 Standby

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No Terms and Conditions for this product.

101.1 Season Standby Plan – Tablets and Connection cards

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A. Description. The Sprint Seasonal Standby Plan allows Customer to place Tablet and Connection Card devices on inactive status for a period not to exceed 3 consecutive months. Only Corporate-Liable Active Units that have been active on another Business Plan for a minimum of 3 consecutive months are eligible for the Sprint Seasonal Standby Plan. At the end of the inactive status period, all Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will be moved to a generally available Business Plan, which will depend on the applicable device type, unless Customer notifies Sprint in writing at least 30 days prior to the expiration of the Sprint Seasonal Standby Plan and specifically requests a particular Business Plan. Customer may incur usage charges in addition to the new Business Plan MRC. Time spent as inactive on



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the Sprint Seasonal Standby Plan does not count toward the fulfillment of a Corporate-Liable Active Unit's Minimum Service Term. A Corporate-Liable Active Unit's Minimum Service Term, and the number of months contributing to upgrade eligibility, will be extended for the length of time the Corporate-Liable Active Unit spent as inactive on the Sprint Seasonal Standby Plan. Sprint reserves the right to limit the devices that can be used with this Business Plan. The Sprint Seasonal Standby Plan may not be available in all Sprint tools, including self-service tools such as Enhanced Account Manager. Sprint reserves the right to remove the Sprint Seasonal Standby Plan at any time.

B. Pricing. Sprint will charge Customer the following charges:

MRC	\$5.13* per Corporate-Liable Active Unit
-----	--

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Corporate-Liable Active Units on the Sprint Seasonal Standby Plan will not have access to any voice or data features. Customer will be liable for any applicable taxes, fees, charges and surcharges.

C. Service Credits, Wireless Device Discounts, Rebates. Corporate-Liable Active Units on the Sprint Seasonal Standby Plan are not eligible for service credits, wireless device discounts, or rebates.

102 Wireless Priority Service -WPS (Public Safety)

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No Terms and Conditions for this product

103-105. MULTILINE

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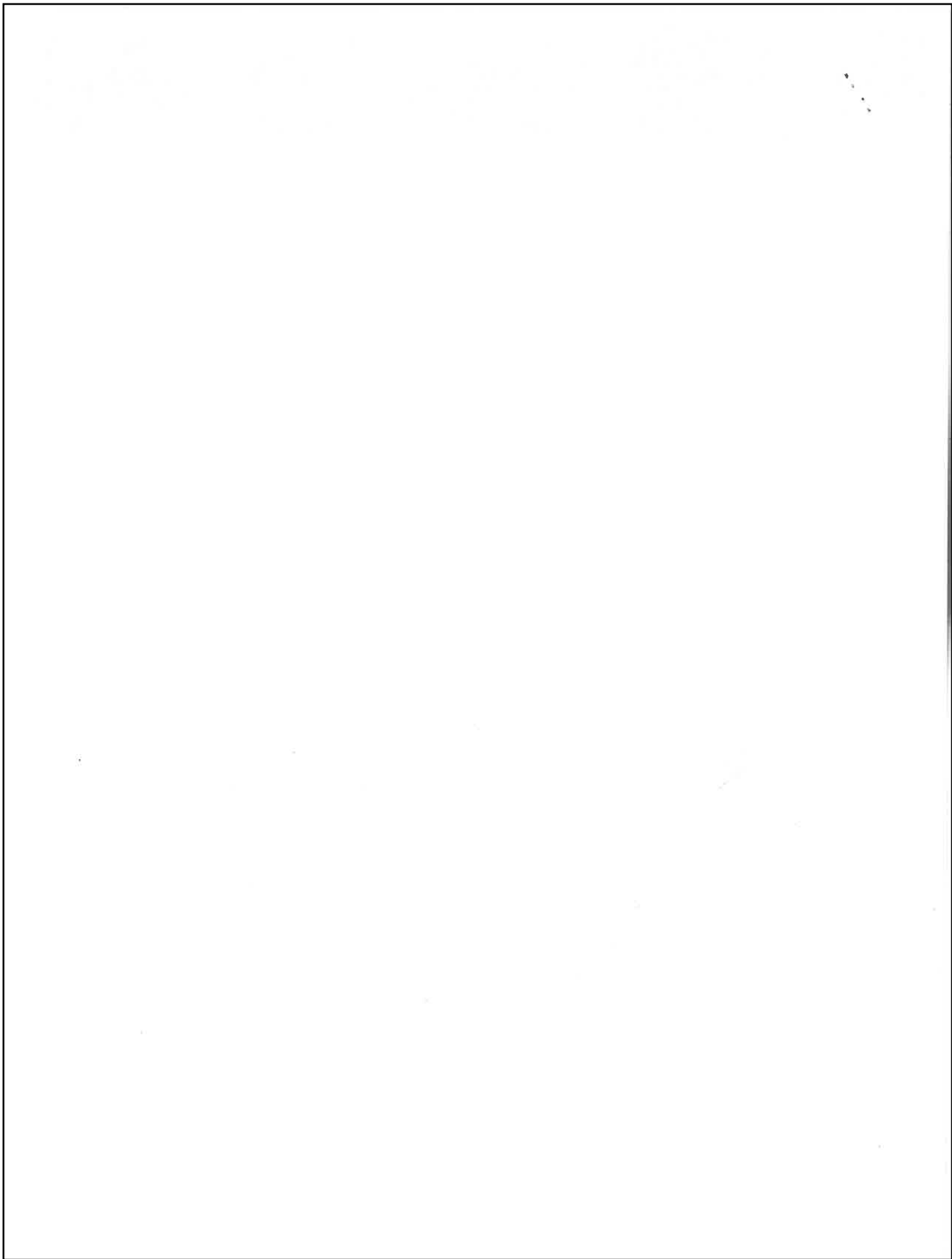
Sprint MultiLine. Sprint MultiLine is a business grade voice and SMS text service that deploys additional phone numbers on a wireless Smartphone via the Sprint MultiLine application (the "MultiLine App"). Up to five additional phone numbers can be deployed on any one Smartphone. The Sprint MultiLine Service requires each end user of Customer that Customer authorizes to use the Sprint MultiLine Service (each an "Individual Device Holder") to (i) have a Sprint approved Smartphone, (ii) maintain a usage plan with any wireless telecommunications carrier on such Smartphone, and (iii) download the MultiLine App. Individual Device Holders use their personal mobile device wireless telecommunications carrier network and service plan to facilitate voice calls and SMS texts through the Sprint MultiLine Service and the Individual Device Holder may incur roaming, usage, and overage charges under their personal service plan. Sprint MultiLine is designed to be used primarily for domestic calling within the United States but U.S. International outbound dialing is available for an additional fee. Sprint will charge Customer list pricing on a per minute basis for International outbound dialing unless Customer purchases an International Outbound Calling plan with Sprint. Customer may use a new phone number or port an existing phone number for use with Sprint MultiLine.

C. Additional Sprint MultiLine Features. Customer may add the following features to the Sprint MultiLine Service.

- (1) **Sprint MultiLine Mobile Recording.** Sprint MultiLine Mobile Recording provides the ability to record voice and SMS text messages on individual Sprint MultiLine user phone numbers. Recordings will be stored for seven days on the Sprint MultiLine cloud platform. Customers will be given the ability to download recordings to a Customer site archive location.
- (2) **Sprint MultiLine Data Analytics.** Sprint MultiLine Data Analytics is offered via a VPN connection that incorporates cellular data usage reporting related to designated third party applications on Individual Device Holder Smartphones via a dashboard report made available in the Sprint MultiLine portal. Sprint MultiLine Data Analytics may require an Enterprise Mobility Management client in addition to Sprint MultiLine Analytics feature. Please see your account representative for additional information.

D. Sprint MultiLine Pricing

	MRC* PER LINE
Sprint MultiLine	\$13.84
Sprint MultiLine Mobile Recording	\$10.25





Cellco Partnership dba "Verizon Wireless"
10170 Junction Drive, Suite 200
Annapolis Junction, MD 20701

Verizon Wireless Sales Contact: Natalie Cunningham
Phone: 954-654-2563
Email: natalie.cunningham@verizonwireless.com

Customer: Town of Pembroke Park
Address: 3150 SW 52nd Ave
City, State, Zip: Hollywood FL 33023
Attention:
Phone:

Ship to Address (if different than above):
City, State, Zip:
Shipping Contact:
Reference #/PO# (if applicable):
Phone:

ECPD/EWI Profile ID (required): 3570637

Tax Rate or Admin. Fee for Estimated 0.00%
Charges on Hardware/Equipment:

Pricing Proposal for Verizon Connect

State of Florida #DMS-10/11-008C

Quote #: TOPP110819

Please reference the quote number
above when placing an order

Date of Quote: 11/08/19
Pricing Valid Thru: 02/08/20
Preparer Code: 0214
DUNS: 968904698
Cage Code: 1HWU7
Tax ID: 22-3372889

Service Options				
Description	Qty.	Monthly Access Fee	Total Base Monthly Charge	Total Base Charge for One Year
	NASPO, GTA, FL, NJ, TX, MI CONTRACTS ONLY			
5200-GPS Only		\$17.00	\$0.00	\$0.00
5500-Diagnostics + GPS	17	\$19.00	\$323.00	\$3,876.00
H6100-Expressfleet		\$13.86	\$0.00	\$0.00
AssetGuard (Asset Tracking) BX		\$13.00	\$0.00	\$0.00
AssetGuard (Asset Tracking) PW		\$13.00	\$0.00	\$0.00
Connect		\$2.95	\$0.00	\$0.00
CUR 1 Minute	17	\$0.00	\$0.00	\$0.00
CUR 15 Seconds		\$3.00	\$0.00	\$0.00
CUR 30 Seconds		\$2.00	\$0.00	\$0.00
CUR 45 Seconds		\$1.00	\$0.00	\$0.00
Data Services		\$0.00	\$0.00	\$0.00
Satellite		\$34.95	\$0.00	\$0.00
Device/Hardware Options				
Description	Qty.	Purchase Cost Per Unit		Extended Cost
5200-GPS Only		\$0.01		\$0.00
5500-Diagnostics + GPS	17	\$0.01		\$0.17
AssetGuard (Asset Tracking) BX		\$150.00		\$0.00
AssetGuard (Asset Tracking) PW		\$150.00		\$0.00
Accessory Options				
SKU/Item Number	Description	Qty.	Purchase Cost Per Unit	Extended Cost
A-PEM001	PEM Port Expansion Module		\$140.00	\$0.00
A-SAT001	Satellite Modem		\$550.00	\$0.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)		\$650.00	\$0.00
PARTS030	Reinstallation Kit		\$3.00	\$0.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)		\$50.00	\$0.00
PARTS032	Combination Antenna A (standard)		\$30.00	\$0.00
PARTS037	AT-1400 Replacement Battery		\$45.00	\$0.00
PARTS039	AT-1400 Bracket		\$20.00	\$0.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)		\$35.00	\$0.00
PARTS041	Sensor Input Harness (5500/5200)		\$10.00	\$0.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)		\$20.00	\$0.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)		\$35.00	\$0.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)		\$35.00	\$0.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)		\$35.00	\$0.00
PARTS046	Universal Harness (5200)		\$10.00	\$0.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect		\$145.95	\$0.00
PARTS054	Garmin FMI Modified Cable		\$55.00	\$0.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness		\$74.95	\$0.00
PARTS058	Universal Harness		\$10.00	\$0.00
PARTS059	Quick Install Harness		\$10.00	\$0.00
PARTS060	Driver ID Reader		\$15.00	\$0.00
PARTS061	Driver ID Key		\$3.50	\$0.00
PARTS063	Satellite Antenna		\$50.00	\$0.00

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PARTS064	Satellite Harness		\$50.00		\$0.00
PARTS065	Asset Guard BX Replacement Batter (1)		\$75.00		\$0.00
PARTS066	Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware & lanyard, and CalAmp 1M101-MMC25 magnets (set of 4)		\$75.00		\$0.00
PARTS069	OBD Harness Extension		\$10.00		\$0.00
PARTS070	16-Pin Heavy Duty Harness		\$35.00		\$0.00
PARTS071	Bluetooth Extension		\$0.00		\$0.00
PARTS087	Audible Driver ID Alert		\$15.00		\$0.00
PARTS090 (Replaces PARTS049)	Alternate Power/Ground Adapter (5200/5500)		\$20.00		\$0.00
PARTS095 (Replaces PARTS062)	ID Reader Adapter Install Kit		\$30.00		\$0.00
PARTS097	5000 9-Pin "D" Mount Harness Type 2		\$35.00		\$0.00
PARTS098	5000 9-Pin Square Harness Type 2		\$35.00		\$0.00
PARTS109 (Replaces PARTS047)	USM - OBD Harness Kit for 5200/5500	17	\$35.00		\$595.00
PARTS111	USM 9-pin "D" Mount Harness Type 2 Pins F-G		\$35.00		\$0.00
PARTS112	USM 9-pin "D" Square Harness Type 2 Pins F-G		\$35.00		\$0.00

Install Options

Item Number	Installation Type (Per Unit)	Qty.	Purchase Cost Per Unit		Extended Cost
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)		\$65.00		\$0.00
I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)		\$35.00		\$0.00
I-INSTALL-DID	Add-On to Base Installation (Driver ID)		\$35.00		\$0.00
I-INSTALL-FMI	Add-On to Base Installation (Garmin)		\$35.00		\$0.00
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)		\$35.00		\$0.00
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)		\$35.00		\$0.00
I-INSTALL-SAT	Add-On to Base Installation (Satellite)		\$35.00		\$0.00
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor). Sensor Install is \$65 PER SENSOR		\$65.00		\$0.00
I-INSTALL-UNIT	Base Installation -- Plug/Play or 3 Wire. Includes 1 Device & 1 Harness. Tier 1 Install Only		\$65.00		\$0.00
I-NOSHOW	No Show (Applies per trip if the installer makes the trip and the designated vehicle is not available)		\$75.00		\$0.00
I-REMOVAL-UNIT	Removal of device. Unit cost is per trip.		\$65.00		\$0.00
I-SWAP-UNIT	Device Swap		\$65.00		\$0.00
I-TRANSFER-UNIT	Device Transfer		\$65.00		\$0.00
I-TROUBLESHOOT-UNIT	Troubleshoot. Unit cost is per trip, per unit.		\$65.00		\$0.00
TRAINING-FULL	Full Day Installation Training		\$300.00		\$0.00
TRAINING-HALF	½ Day Installation Training		\$150.00		\$0.00

Pricing Summary (All prices have been discounted. No further discounts apply.)

Total One (1) Time Purchase (Hardware/Devices, Accessories and Install Options):	\$595.17
Total Monthly Access/Recurring Costs for One (1) Month of Contract Term:	\$323.00
OVERALL COST FOR INITIAL MONTH OF CONTRACT TERM (not including shipping and taxes, if applicable):	\$918.17
Tax Rate or Administrative Fee: 0.00%	Estimated Tax or Administrative Fee on Hardware/Devices & Accessories: \$0.00
Contract Term in Months: 12	Total Monthly Access/Recurring Costs for Contract Term: \$3,875.00

The Customer acknowledges and agrees to the following:

This price quote to the Company listed above, the "Customer", is based upon the parties mutual understanding that the Customer intends to purchase the above goods and/or services under Verizon Wireless' contract referenced below:

State of Florida #DMS-10/11-008C

This price quote is subject to the terms and conditions of Verizon Wireless' contract referenced above and Networkfleet service. Terms and conditions of an individual state Participating Addendum (PA) that has not been amended to include Networkfleet service will not apply to the procurement of Networkfleet Service. The price quote does not include shipping and taxes unless otherwise noted. Shipping and taxes (if applicable) are applied to the monthly invoice. Hardware and service orders must be placed at the same time or the order will be subject to delay until both orders are received. Orders will not be accepted for hardware without service. A copy of this quote, in its entirety, must accompany the authorized ordering party's email for electronic orders. For customers issuing a PO, the PO must reference a valid Verizon Wireless quote number and contract number, include a copy of the quote in its entirety, and be addressed to Verizon Wireless. Special requirements and/or terms and conditions of a customer provided PO, either by reference and/or attachment, are rejected, void and have no force or effect. Must be on a 12 month service agreement. Additional terms and conditions apply to Networkfleet service that are subject to review by end user government agencies. Networkfleet coverage included in the Verizon Wireless 4G, 3G and 3G Extended Networks. 4G service requires 4G equipment and 4G coverage. Only one Hardware tier and one Service tier per Customer Account.

California - State Mandated Agencies (Participating Addendum #7-10-70-16 under NASPO ValuePoint #1907): Orders placed by California state mandated agencies are subject to case-by-case verification and may require additional/alternate documentation, including but not limited to: TECH 401 Exemption Approval Form, Form 20, and STD 65 Form.

Remit Payment To: Verizon Wireless, P.O. Box 64498, Baltimore, Maryland 21264-4498

VERIZON CONNECT NETWORKFLEET SERVICE TERMS AND CONDITIONS PRESENTED IN THE PAGES IMMEDIATELY FOLLOWING THIS PRICE QUOTE

REV 010319

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Contract: State of Florida #DMS-10/11-008C
Quote #: TOPP110819
Date of Quote: 11/08/19

Verizon Connect Networkfleet (NWF) Terms & Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Verizon Connect NWF Website designated by Verizon Connect NWF for use by Customer.

"Devices" means the Verizon Connect NWF wireless device(s) identified on an accepted order.

"Verizon Connect NWF Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Verizon Connect NWF; (c) analysis, delivery and posting of Vehicle information to the Verizon Connect NWF Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Verizon Connect NWF Website" means the Verizon Connect NWF website currently located at www.VerizonConnectNWF.com.

"Verizon Connect NWF" is a wholly owned subsidiary of Verizon Communications, Inc., and an affiliate of Celco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the State of Florida DMS-10/11-008C.

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Verizon Connect NWF Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. Verizon Connect NWF LICENSE. During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, the Customer shall have a non-exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at http://info.VerizonConnectNWF.com/rs/VerizonConnectNWF/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Verizon Connect NWF Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, Privacy Policy and all other policies that Verizon Connect NWF may establish from time to time, which are, or will be available, on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended through the same period of time as the Customer has continuously paid for Verizon Connect NWF Services for the Device; (b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Verizon Connect NWF by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery. (c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. (d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service. (e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF's then-current applicable warranty policy. The warranty policy can be found at <http://info.VerizonConnectNWF.com/rs/VerizonConnectNWF/images/Warranty.pdf>. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device. (f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

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6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Verizon Connect NWF installation guides (if installation is not performed by Verizon Connect NWF); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of Support Services provided by Verizon Connect NWF caused by any of the foregoing.

7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE Verizon Connect NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. LIMITATION OF LIABILITY. (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH VERIZON CONNECT NWF'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Service Partners and suppliers, and that Verizon Connect NWF, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Verizon Connect NWF Website or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to the Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) reverse engineer, translate, convert, decompile the Verizon Connect NWF Services; (d) remove or alter any proprietary notices in the Verizon Connect NWF Services; (e) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Verizon Connect NWF Services in any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (g) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders. The Verizon Connect NWF Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement found at http://www.digitalglobe.com/sites/default/files/dgcs/DigitalGlobe_Product_EULA.pdf.

10. MODIFICATIONS; WEBSITE MAINTENANCE. Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided such changes do not materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.

11. DATA. Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Verizon Connect NWF, and the Service Partners acquire and transmit through Customer's use of the Devices, the Verizon Connect NWF Services and the Verizon Connect NWF Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Verizon Connect NWF, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Verizon Connect NWF Services and to analyze, measure and optimize the performance of the Devices and the Verizon Connect NWF Services and to develop new offerings for Customer and others and for other purposes of Verizon Connect NWF and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Verizon Connect NWF will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

Confidential proprietary information. Not for disclosure outside of Verizon or the government without written authorization.

12. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. OWNERSHIP AND ACCEPTANCE. Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. GENERAL. (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

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TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen
Commissioner

Reynold Dieuveille
Commissioner

Christopher J. Ryan
Town Attorney

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice - Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuveille, Commissioner
Newall J. Daughtrey, Assistant Town Manager

From: Todd Larson, Public Services Director

Date: February 19, 2020

Re: Roof replacement on Public Works Storage Building behind
Town Hall.

Town staff has obtained three bids for replacing the roof on the Public Works equipment storage area behind Town Hall. I had Miguel Nunez review the proposals and evaluate them. He has recommended ranking the second lowest bidder Austro Construction #1 due to their qualification to do the entire job in house. The low bidder, Cherry Roofing did not have the proper licensing and had other errors in the quote.

I am therefor recommending that we award the Bid to Austro Construction Inc. of Hollywood in the amount of \$12,850.00. A deposit of 50 % is due at signing and the balance upon completion.



1326 Hollywood Blvd. Hollywood FL 33019
Phone: 954-347-5884 - marika@austroconstruction.com
austrolevy@gmail.com
CCC1328806 - CCG1516225

Job Location:
3150 SW 52nd Ave
Pembroke Park

Attn:
Pembroke Park Building Department

Proposal
Roof structure repair and roof replacement

February 5, 2020

Initial HL

1 of 6

INTRODUCTION

We at Austro Construction, Inc. would like to thank you for the opportunity to provide our services to you. The attached proposal includes the necessary material and labor for the scope of work that is included. We at Austro Construction, Inc. pride ourselves in our workmanship and quality of work performed while delivering the best quality customer service possible. Weather your needs involve a commercial or residential property, we can provide the best possible system for your property.

SAFETY AND WORK ETHICS

- An experienced supervisor will be at the jobsite at all times in order to conduct a safe job site while maintaining quality control.
- Supervisor shall be equipped with a cellular phone for easy communication.
- All workers shall show nothing but respect to our customers and the property.
- All workers shall be identified by wearing an Austro Construction, Inc. monogrammed shirt at all times.
- All safety guidelines shall be followed at all times. This includes all OSHA approved equipment.
- A staging area on the exterior grounds of the property will be required. This area will be used for our material storage and dumpsters. This area shall be barricaded at all times in order to maintain the safest of conditions for our clients.
- Jobsite shall be cleaned and inspected by the supervisor at the end of every working day.

Initial HL

2 of 6

SCOPE OF WORK
Roof structure repair and roof replacement
Storage building

All work to be performed per architectural plan

- Mobilize the job
- Remove existing roof covering, deck and damaged trusses and beams
- Provide and install on the existing steel columns new 4x12 wood beam on both sides of the structure
- Provide and install new 2x12 ^(11/2) trusses were necessary
- Provide and install new 5/8 plywood deck
- Provide and install fascial board
- Provide and install Mulehide nailable base mechanically fastened
- Provide and install a Mulehide peal and seal smooth interplay
- Provide and install new 3x3 drip edge around perimeters
- Provide and apply primer on all metals
- Provide and install Mulehide granulated FR cap sheet peal and seal
- Clean up

ROOF COAT PRICE

\$12,850.00

Price includes labor, material, trash removal and necessary tool.

Permit coast, engineering, and architect will be paid by owner (not included in price above).

CUSTOMER RESPONSIBILITES

Owner warrants that all buildings are suitable to receive the improvements. Contractor is not an Engineer, Architect or other design professional and makes no representations with regard to the condition of the deck system or any other portion of the project not within the contractor's scope of work. Contractor disclaims any warranties, both express and implied as to any portion of the project not within the contractor's scope of work.

The owner holds Austro Construction, Inc. and its employees harmless for any sick building problems including but not limited to; mold, mildew, algae, biological or similar problems.

It is strongly suggested that the owner create an escrow account of 15% to cover unforeseen conditions that are beyond the control of Austro Construction, Inc. These items include but are not limited to; engineering, labor, materials, weather, preexisting conditions, code upgrades and or code personal requests.

In connection with any dispute arising under, from, or as a result of this contract, including but not limited to breach, enforcement or interpretation, proceedings to determine entitlement to and amount of attorney's fees incurred by prevailing party, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred (including these incurred in any litigation, arbitration, appeals from any litigation and enforcement of judgments including but not limited to garnishment proceedings), including reasonable attorney's fees, fees for clerical

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Initial _____

work and any other services of accountants, paralegals, legal assistants and similar persons. This provision shall survive any termination of this contract.

Prior to the owner(s) or its representative issuing any back charges to Austro Construction, Inc. the owner(s) or its representative must first deliver three (3) competitive bids to Austro Construction, Inc. before any monies are rendered.

Additional expenditures (if any) arising due to building officials, engineers, architects or building owner(s) or its representative that are not part of the scope of work shall be paid by the owner(s).

STANDARD CONDITIONS

➤ **INSURANCE COVERAGE:** The following coverage is included in the proposal.

General Liability	Each Occurrence	\$1,000,000.00
	Damaged to Rented	\$50,000.00
	Personal & Adv. Injury	\$1,000,000.00
	General Aggregate	\$2,000,000.00
	Products – Comp/OP/AGG	\$1,000,000.00
Automobile Liability	Each Accident	\$500,000.00
Workmen's Compensation	Each Accident	\$100,000.00

- **Asbestos disclaimer:** Unless otherwise noted, the scope of work shall not include identification, detection, abatement, encapsulation, or removal of asbestos or similar hazardous substances. If encountered, this contractor shall have the right to discontinue work and remove employees from the jobsite until such products or materials and any hazards connected therewith are located and abated, encapsulated, removed or determined to be non-hazardous. Austro Construction, Inc. will cooperate with all parties to mitigate the effects of asbestos discovery on the cost of the project, however, Austro Construction, Inc. shall receive an extension of time to complete the work hereunder and reserve the right for compensation resulting from delays as a result of such situation and correction.

- **Proposal Guarantee:** This quotation shall remain valid for thirty (30) days from the date of execution, beyond which all prices may be subject to change.

An annual interest charge of 18% will be applied to any unpaid principle amount 30-days past due unless otherwise specified. The owner is responsible for collection fees.

Contractor shall comply with all fire, safety, and security regulations. The contractor will be careful not to clog gutter, leaders and downspouts. Austro Construction, Inc. shall not be responsible for these items if they are clogged due to years of substantial debris build up.

All debris shall be removed from the premises at periodic intervals during the progress of work and immediately following completion of work.

If any buildings or units have been leaking and visible water damage is present then the owner or owners insurance shall be responsible for damages caused by water intrusion due to the existing condition of the roof system.

Initial LL

Austro Construction, Inc. shall not be responsible for building movement, natural disasters or ponding water damages. Contractor shall not be responsible for damage caused either during or after the scope of work has been completed by, unforeseen violent weather, including but not limited to; hurricanes, tornadoes, floods, hail or sleet. Austro Construction, inc. shall be responsible for securing materials and equipment in the event of a storm. Contractor shall perform all roofing work in such a manner as to protect the building against leakage during the completion of the project.

Prior to the commencement of any work, the owner will provide contractor with access to all interior premises to enable contractor to perform a visual inspection and a photographic survey of the existing interior ceilings, drywall, plaster, stucco cracks, ceiling or wall fixtures, light fixtures and ceiling fans. Contractor will also do a visual and photographic survey of the exterior of the building as well as all common areas.

We Hereby Propose to furnish all supervision, labor and materials in accordance with the above specifications for the amount listed below.

In consideration of the faithful performance of the covenants and agreements, herein, to the full satisfaction and acceptance of the owner, owner agrees to pay the contractor the sum of.

Payment term:

50% signing

50% by completion

Pricing and availability of materials are subject to change. Proposal price represents price at date of proposal only. Proposal price is inclusive of all applicable sales taxes.

Austro Construction, Inc Representative

Signature: _____

Print Name: _____

Date Accepted: _____

Authorized Representative

Signature: _____

Print Name: _____

Date Accepted: _____

Initial AK

Terms and Conditions: This proposal agreement is subject to the terms, conditions and instructions appearing on the face here of and the attached pages.

Acceptance of Proposal: the above price, specifications and conditions are satisfactory and are hereby accepted. Austro Construction, Inc. is authorized to do the work as specified and payment shall be made as outlined.

Terms and Conditions

TERMS: Unless otherwise stated billings for work completed shall be made on or before the last day of the month, with payment due 30 days from invoice date. Interest shall accrue on any unpaid balance at 1 ½ percent per month (18 percent per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney's fees shall be added to the unpaid balance. Non-payment in accordance with these terms shall be considered material and cause for termination of performance by Austro Construction, Inc.

ADDITIONAL CHARGES: The following shall be an addition to the work order price and charged on a time and material basis, including 30% for overhead and profit: addition or deviation from the specifications herein described; damage to our work by others; temporary protection of the building not originally included in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; and any labor required to be done outside of normal business hours.

MATERIALS: All materials used shall be as stated in the specifications and/or attached scope of work.

OWNER AND OR CONTRACTOR RESPONSIBILITY: The owner and or contractor are solely responsible for structural stability of the building in light of specifications of the roofing system to be applied pursuant to this work order. Including, but not limited to, load bearing capacity, due point and vapor transmission calculations. Further, the owner and or contractor shall be responsible for any damages to any furniture, furnishings, fixtures or contents of the building during the performance of work, except such damages as may be caused by the sole negligence of Austro Construction, Inc.

PERMITS: Owner and or contractor shall secure and pay for necessary approvals, permits, easements, assessments and change required for construction, use or occupancy of permanent structures or permanent changes of existing facilities.

GUARANTEE AND WARRANTY. The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any, offered by manufacturers of materials incorporated into the project. In addition to the manufacturer's guarantees, and upon receipt of final payment, Austro Construction, Inc. shall guarantee workmanship furnished as part of this work order against defects in such workmanship for a period of one (1) years from the completion of work. Austro Construction, Inc.'s liability is limited to repairs or roofing and waterproofing work and materials installed by Austro construction, inc. EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED.

PONDING WATER: It is understood by owner and or contractor that a ponding water condition is not indicative of a defective roof system. Positive Drainage is a design goal and is not always achievable. Austro Construction, Inc. will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA). Ponding water is defined as a roof surface that is incompletely drained. Positive drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area within 48 hours after a rainfall.

BOND. A manufacturer's standard form of Surety bond will be furnished where payment and performance bonds are specified.

INSURANCE: Austro Construction, Inc. agrees to purchase and maintain, as required by law, worker's compensation, liability and property insurance to protect the owner and or contractor from injuries and or damages which may arise out of or result from Austro Construction, Inc.'s operations under this work order and for which Austro construction, Inc. may be legally liable, weather such operations be by Austro construction, Inc. or by anyone directly or indirectly employed by Austro Construction, Inc. or by anyone for whose acts Austro construction, Inc. may be liable. **Owner and or contractor agree to look solely to Austro Construction, Inc.'s appropriate insurance carrier for any and all damages including those caused by Austro Construction, Inc.'s sole negligence.** The owner and or contractor agree to provide sufficient insurance to protect Austro Construction, Inc. against loss of materials installed on or on the premises due to fire, windstorm, hail or floods. Owner and or contractor provided property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles the owner and or contractor shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Austro Construction, Inc. The owner and or contractor shall purchase and maintain such insurance as will insure the owner and or contractor against loss of use of the owners and or contractors property due to fire or other hazards, however caused. The owner and or contractor waive all rights of action against Austro construction, Inc. for the loss of use of the owner's and or contractor's property, including consequential damages.

ACTS OF GOD: Austro Construction, Inc. shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control.

ACCESS: Austro Construction, Inc. shall be permitted to use driveways, and paved areas leading to, or adjacent to, the jobsite for its equipment without liability to Austro Construction, Inc. occasioned by the negligence of other or by its equipment.

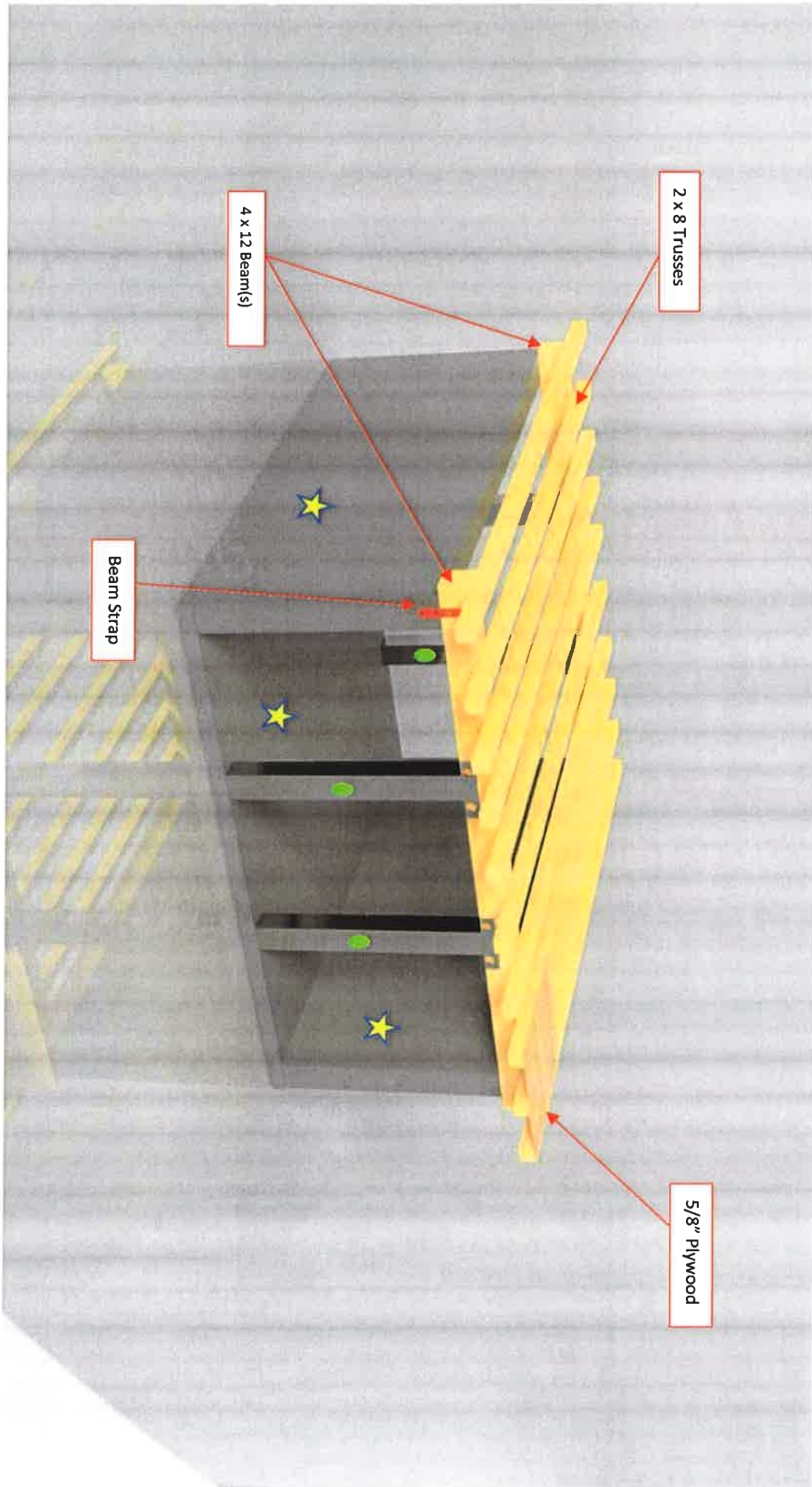
STRUCTURAL STABILITY: Austro Construction, Inc. assumes full responsibility for furnishing of roofing materials and or providing specifications and recommendations for their proper installation. Austro Construction, Inc. does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of the roof deck on which roofing products may be applied. Opinions of competent structural engineers should be obtained by the owner and or contractor as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Austro Construction, Inc accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.

FINAL PAYMENT: The making of final payment shall constitute a waiver of all claims against Austro construction, Inc. by the owner and or contractor except for those arising from (a) unsettled liens stemming from work performed by Austro Construction, Inc., (b) items of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by Austro Construction, Inc. shall be valid until full and final payment is received.

ARBITRATION: Any controversy or claim arising out of or relating to this work order, or the breach thereof, shall be settled by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association in Chicago, IL, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, in Austro Construction, Inc.'s sole discretion, collection of unpaid balances may be sought in any court having jurisdiction thereof or under this arbitration clause. The prevailing party shall be entitled to recover all costs including but not limited to all attorney fees, costs, and expert witness fees.

MISCELLANEOUS: These terms and conditions together with the cover page providing the scope of work and any attachments constitute the entire agreement of the parties. Modifications to this agreement can be made only in writing signed by Austro Construction, Inc. owner and or contractor permitting performance or work indicates acceptance without exception of this agreement, even if this agreement is not executed

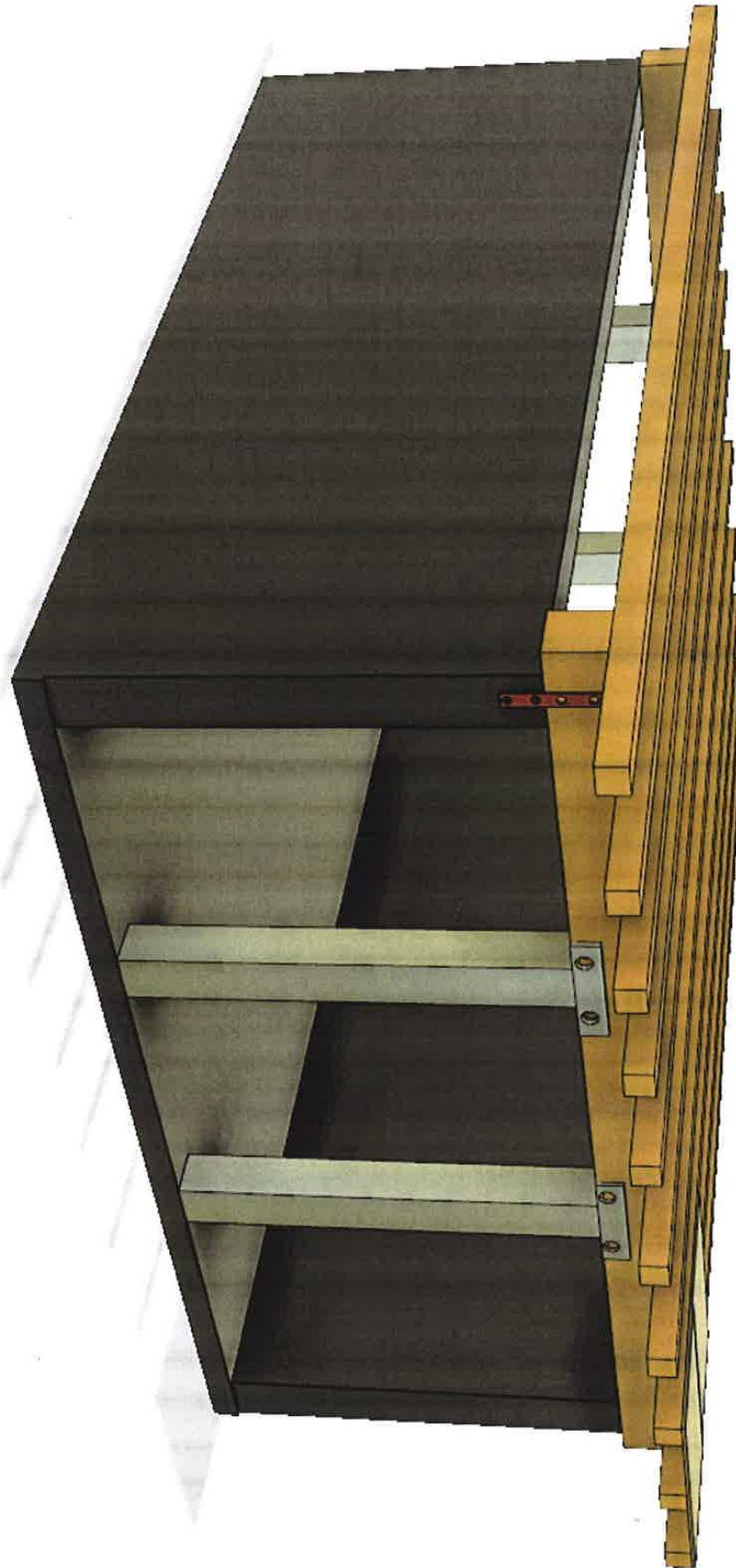
Roof Design – Pembroke Park (3D Models) Thursday, February 6, 2020

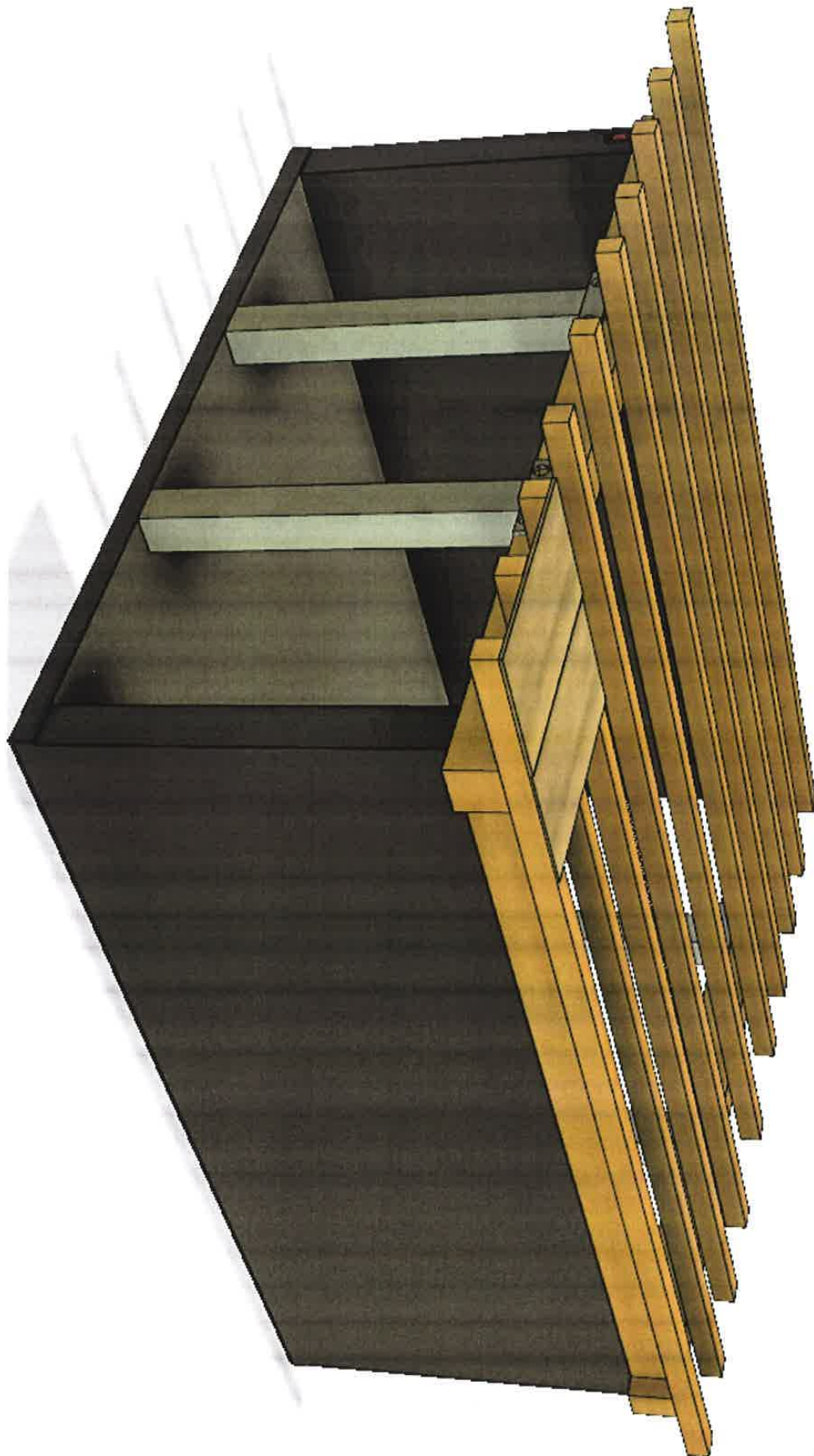


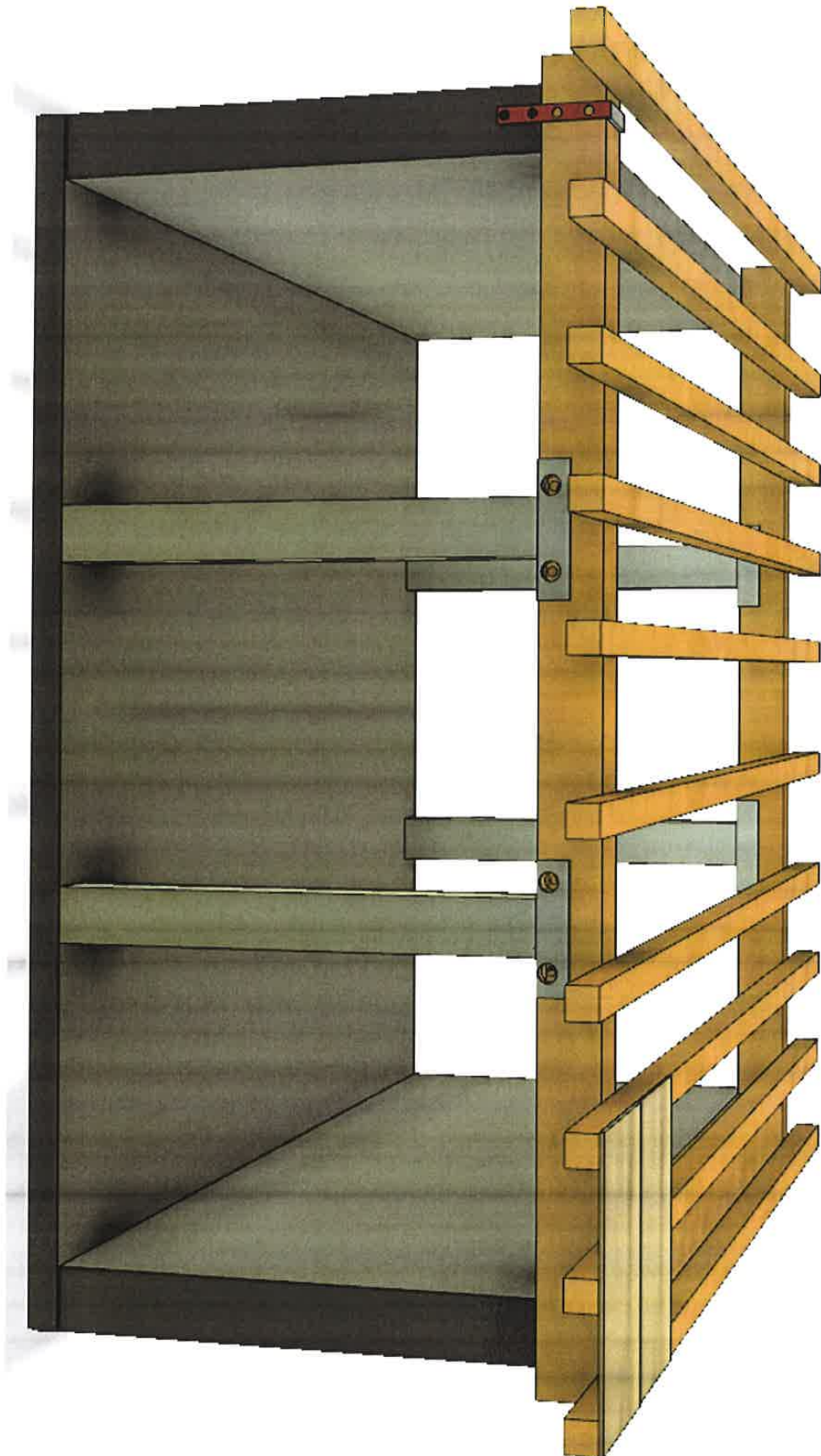
Legend:

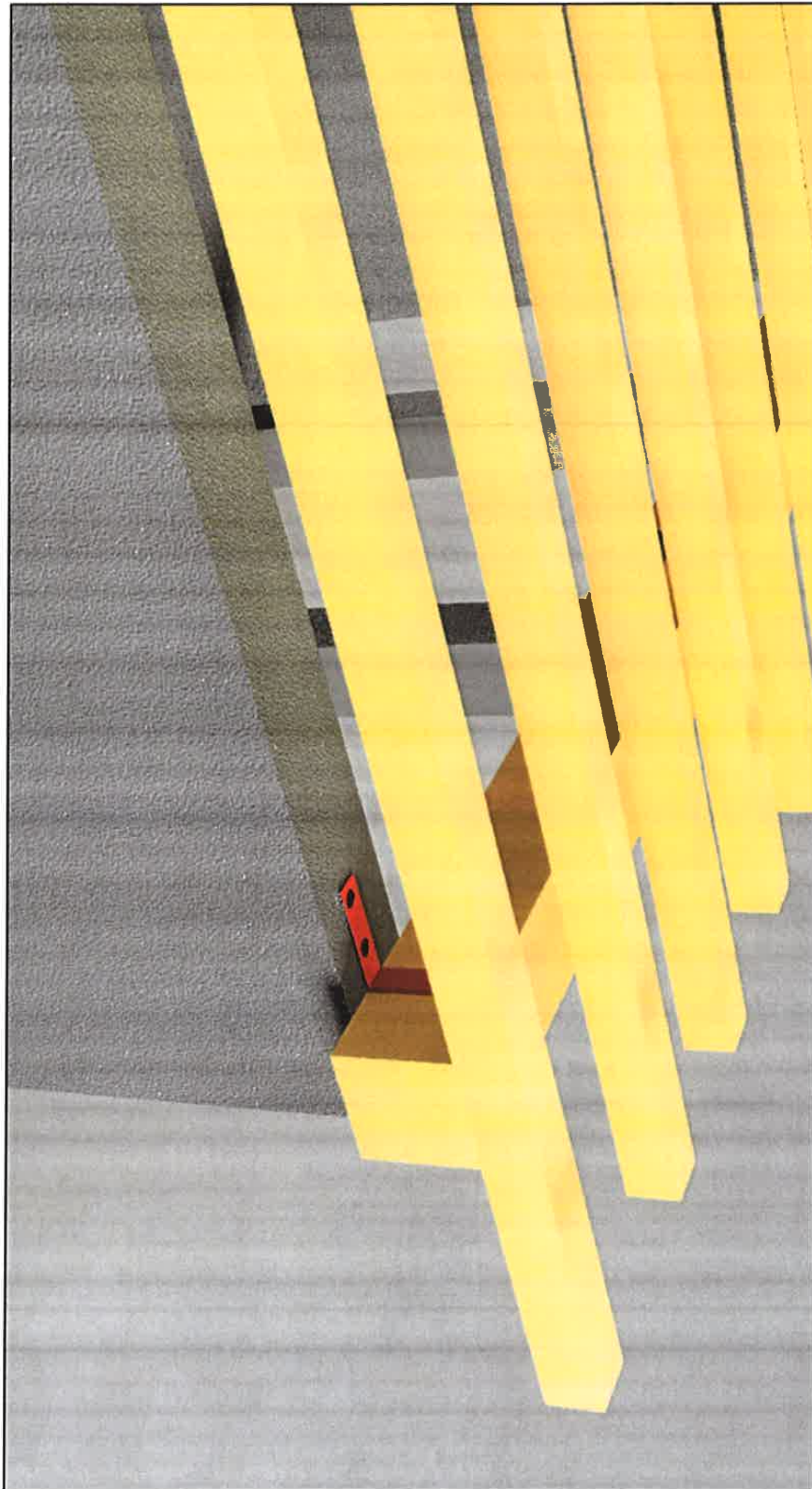
-  Existing Concrete Wall & Floor
-  Existing Columns (4)

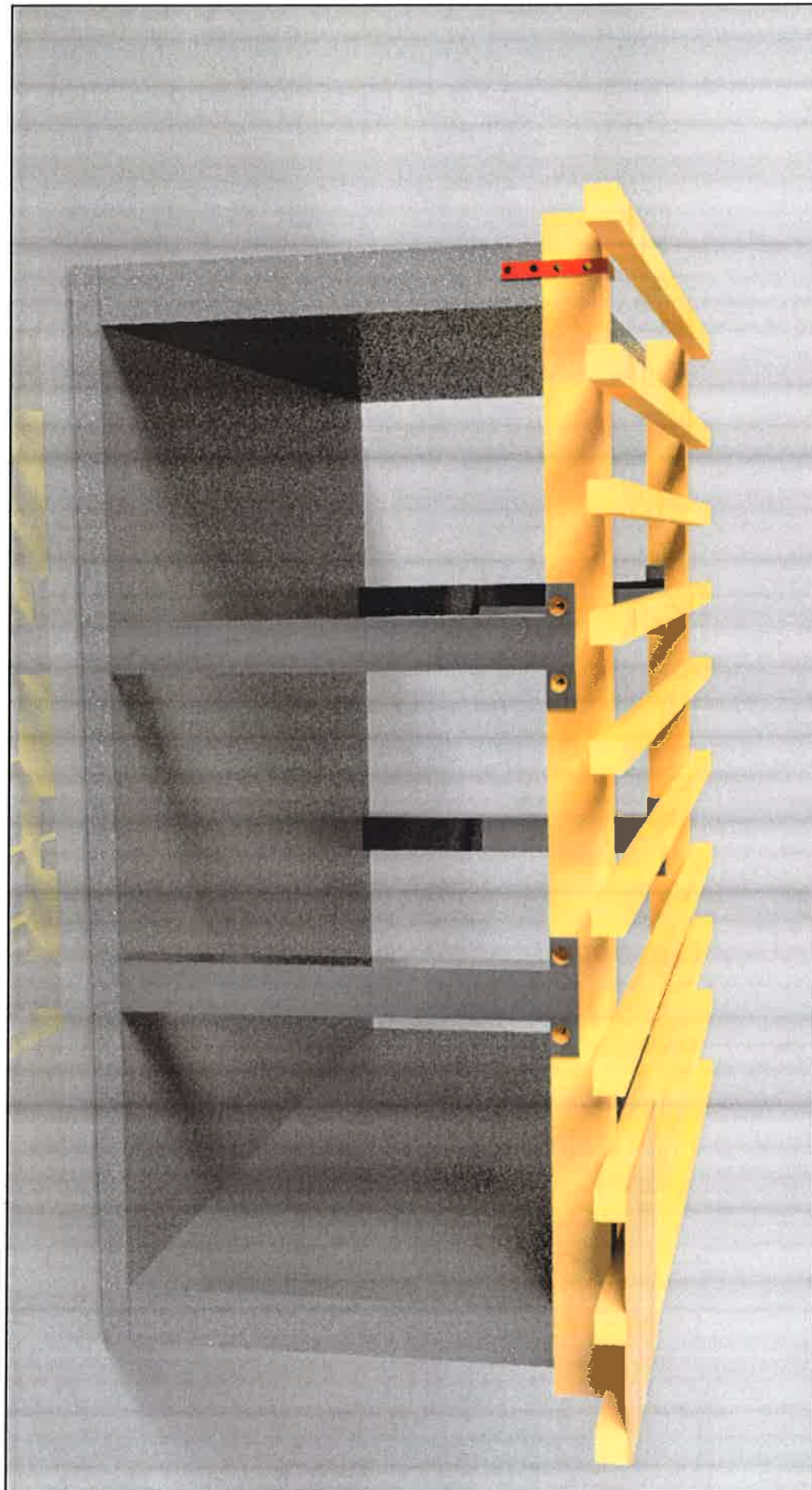
* For illustrative purposes only. Final result may vary in appearance.

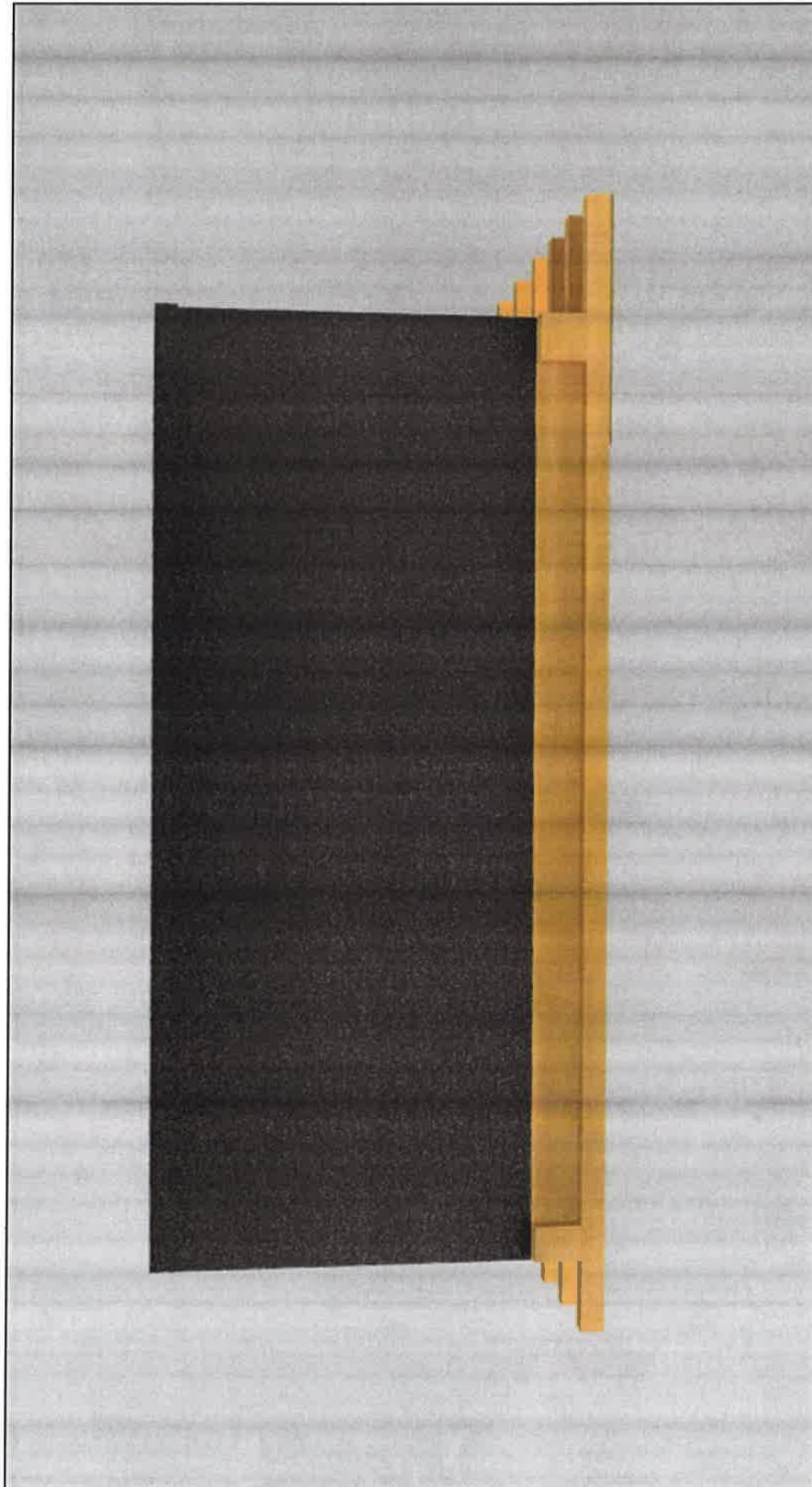












Office (954)559-6446
3901 SW 40th Ave
West Park, FL 33023



Email:cherrymjoharroofing@outlook.com

State Certified
CCC 1825485

Name: Attention Nick/ City of Pembroke Park: EMAIL: swoodbury@townofpembrokepark.com		DATE: 1/14/2020	PHONE:954-629-9999		
NAME: City of Pembroke Park			JOB NAME: SAME		
STREET: 3150 Southwest 52nd avenue Pembroke Park			STREET:		
CITY: Pembroke Park	STATE: FL	ZIP:	CITY:	STATE: FL	ZIP:

PROPOSAL FOR RE-ROOF FLAT

A) complete flat re-roof , sheathing and rafter removal.

1) Remove entire roof deck sheathing and all 2x12 trusses and support rafters. Haul away all debris. Install 24 pressure-treated 2x12 x 22 roof trusses heading east and west. Install pressure treated 12/2 x 12 x12 going north to south . All rafters will have proper clips and straps. Resheet entire area: approximately 800 square feet with 5/8 plywood decking will be nailed off with 8 penny nails every 6 in in the field and every 4 in on the seems and the outside perimeter. Roof will be dried in with a 75#glass base sheet. Nail in tin cap to S.F.B.C. apply two layers ply 4 fiberglass with hot asphalt 30 lbs per square. Install 3 by 3 flashing around premier of Building nailed off every 4 inches white , brown or metal color all 26 gauge Prime metal flashing install one fiberglass cap sheet with asphalt at 30 lbs per square. Granulate all seems.

Down payment \$500	Final \$6,900
Dry in \$5,000	Total \$12,400

All work to be done or guaranteed shall be set forth in specifications. No promises, verbal or otherwise, will be valid. , Should any leak occur, within the period of our guarantee, due to defective materials or workmanship supplied and furnished by us, we. This guarantee shall apply to labor and materials only and does not cover damage to personal property which occurs as a result of leakage after roof is installed. This contract covers only that work which is specifically designated herein and does not cover any additional repairs which are found necessary after commencement of work. This is not transferable unless mentioned in the above specifications. Not responsible for screen enclosures.


John cherry



OPTIMUS DEVELOPMENT CONTRACTORS, LLC
260 S Military Trail
Deerfield beach, FL 33442
754-227-7140
Odcontractors@gmail.com

**Estimate/contract
1400**

ADDRESS

Town of Pembroke Park
3150 SW 52nd Ave
Pembroke park, FL 33023
United States

DATE
02/04/2020

TOTAL
\$16,760.00

**EXPIRATION
DATE**
02/14/2020

ACTIVITY

QTY RATE AMOUNT

CONSTRUCTION SERVICES

1 16,760.00 16,760.00

STORAGE ROOF REPLACE

- Demo existing roof and trusses.
- Concrete walls and steels column remaining.
- Provide, build and install new trusses, new straps following Design specs.
- Provide and install new CDX plywood sheathing 5/8.
- Provide and install new Roof Felt bitumen hot mop.
- Repair Craks existing CMU walls and paint.
- Paint existing steel columns.
- Renmove debris after completion.

Jobsite: 3150 SW 52nd Ave
Pembroke Park, FL 33023

TOTAL

\$16,760.00

Payment as follow:

50% Deposit. 50% Upon completion.

THANK YOU.

Accepted By

Accepted Date

CGC-1525042



CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

www.craigasmith.com

February 21, 2020

Mr. Todd Larson, Public Works Director
Town of Pembroke Park
3150 S.W. 52nd Ave.
Pembroke Park, FL 33023

RE: UTILITY LOCATING CONTRACT – TERM RENEWAL
PRICE INCREASE PER CONTRACT TERMS

Dear Mr. Larson:

We are pleased to offer renewal our contract for Utility Location Services dated April 12, 2017, in accordance with the terms and provisions specified within the Contract Documents.

Per the terms of the contract for Utility Locate Services, upon renewal a price increase is calculated based on the formula stated in the Contract. The formula provides for such price increases to be based on the Consumer Price Index or a minimum of 2.0%, whichever is greater at the time of the renewal. The current adjusted CPI is 2.50%; therefore, the contract formula maximum of 2.50% should be applied. The new rates will be effective with the May 2020 billing cycle and will remain in effect through April 2021.

We appreciate your continued business and partnership with our firm and request that you contact me directly with any questions or comments.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Stephen C. Smith, P.E.
Senior Vice President

Cc: Liz Maxfield – CAS
Shari Hudson - CAS
Jim Driscoll - CAS
File

954.782.8222

561.314.4445
561.314.4458

PHONE
FAX

561.314.4453
561.314.4459

305.940.4661



TOWN OF PEMBROKE PARK

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

MEMO

From: Myriam Jacques, Public Services Assistant Director
To: Harry Taubenfeld, Assistant Finance Director
Date: February 20, 2020
Re: Request for Blanket Purchase Order
For Imperial Electrical Town Electrical Services Contract

The Town solicited for, bid, and awarded a 2-year term electrical service contract to Imperial Electrical, Inc. Public Services is requesting a blanket purchase order (PO) in the amount of \$10,000 to use against all Imperial Electrical expenditures, and to facilitate payments of invoices while using this vendor during the next two (2) years.

Myriam Jacques
Public Services Assistant Director

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)

Section 5 0. BID FORM

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by TOWN for the duration of the two (2)-year term contract.

JOB CLASSIFICATION	REGULAR HOURS HOURLY RATE	AFTER HOURS HOURLY RATE
Master Electrician	\$ 40 ⁰⁰	\$ 40 ⁰⁰
Journeyman/Supervisor	\$ 40 ⁰⁰	\$ 40 ⁰⁰
Apprentice/Helper	\$ 20 ⁰⁰	\$ 20 ⁰⁰
Laborer	\$ 20 ⁰⁰	\$ 20 ⁰⁰
Permit Fee Reimbursement	<u>At Actual Cost</u>	

EQUIPMENT WITH OPERATOR	HOURLY RATE
60 ft. or Above Bucket Truck	\$ 60 ⁰⁰
Auger w/ Pole Setter 21 ft. Digging Depth	\$ 50 ⁰⁰
Trencher w/ Line Layer	\$ 25 ⁰⁰
Trencher (7 ft. Digging Depth)	\$ 25 ⁰⁰

PARTS & MATERIALS MARK-UP	PERCENTAGE
Percentage (Not to exceed 10%)	10 %

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

If requested by TOWN, Contractor must return any damaged parts to TOWN after performing repairs.



IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323



TOWN OF PEMBROKE PARK

MISCELLANEOUS ELECTRICAL SERVICES AGREEMENT

THIS IS AN AGREEMENT between Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and Imperial Electrical Incorporated, a Florida profit corporation, ("Provider") whose address is 951 NW 51 Place, Ft Lauderdale, FL 33309.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Town and the Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated by reference into and made part of this Agreement:

- (1) Town's Invitation to Bid No. 19-01 for Miscellaneous Electrical Services and any and all addenda (collectively the "ITB" or Exhibit "A"), including but not limited to:
 - a. General Conditions
 - b. Special Terms and Conditions
 - c. Scope of Services
 - d. Bid Content / Submission Instructions
 - e. Bid Form
 - f. Questionnaire
 - g. Bid Acknowledgment
 - h. Vendor/Bidder Disclosure
 - i. Public Entity Crimes
 - j. Conflict Of Interest Disclosure
 - k. Non-Collusion Statement
 - l. Drug-Free Work Place Form
 - m. Certificate of Compliance with the Florida Trench Safety Act
 - n. Acknowledgement of Addenda
 - o. Drawings/Exhibits
 - p. Notice of Award
 - q. Notice(s) to Proceed
 - r. Documentation submitted by Town following the Notice to Proceed
 - s. Project Forms
 - t. Close Out Forms
 - u. Change Orders, Field Orders
- (2) Provider's Bid ("Bid") submitted in response to the ITB, attached hereto as Exhibit "B"

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the "Services"). By signing this Agreement, the Provider represents that it thoroughly

reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in the Contract Documents ("Fees") for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and date(s) of service. Provider shall deliver a completed Internal Revenue Service Form W-9 to Town with the first invoice for payment.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of two (2) years (the "Term"). The Town reserves the right to extend this Agreement for three (3) additional one (1) year term(s), provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds, as determined by Town.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority.** Provider hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

2. **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement, and that it will continue to maintain all licenses and approvals required to conduct its business.

3. **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

2. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.

3. **Independent Contractor.** Provider specifically acknowledges and understands that Provider is an independent contractor in the performance of all work, Services, and activities under this Agreement, and not an employee, agent, or servant of Town. Provider acknowledges (i) that its employees will not be covered by the Town's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement; (v) all employees or agents of Provider engaged in any of the Services performed pursuant to this Agreement shall at all times and in all places be subject to Provider's sole discretion, supervision, and control; (vi) Provider shall exercise control over the means and manner in which it and its employees perform the Services and in all respects Provider's relationship and the relationship of its employees to Town shall be that of an independent contractor and not as employees or agents.

4. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit Provider's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. Provider shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town to conduct the audit shall be reimbursed to the Town by the Provider and (2) Provider agrees to pay Town fifteen percent (15%) penalty of the overpricing or overcharges. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the Town.

5. **Property Rights.** [INTENTIONALLY OMITTED]

6. **Insurance.** Insurance shall be required as stated in ITB 19-01.

7. Indemnity.

7.1 Provider shall indemnify and save harmless and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatsoever kind or nature arising out of error, omission or negligent act of Provider, its agents, servants or employees in the performance of the Services under this Agreement, together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding or including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

7.2 Provider further agrees to indemnify, save harmless, and defend Town, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatever kind or nature arising out of any misconduct of the Provider not included in the paragraph above and for which the Town, its agents, servants, or employees are alleged to be liable together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

7.3 Provider's obligations under this Section shall survive the expiration, termination or cancellation of this Agreement until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action, or proceeding of whatsoever kind.

8. Termination. This Agreement may be terminated unilaterally by either party provided that thirty (30) days' written notice of such termination is given, by the terminating party electing to terminate, to the other party.

9. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to the Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Todd Larson, Public Services Director, and to Provider at 951 NW 51 Place, Ft Lauderdale, FL 33309.

10. Taxes. Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

12. Assignment. The performance of the Services required by this Agreement requires the skills and experience of Provider and the responsibility to complete the Services may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

13. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When any of the foregoing conditions interferes with contract performance, then the party affected may be excused

from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

14. Ethics; Conflict of Interest.

14.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town agency or selection committee.

14.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the Mayor, members of the Town Commission or any official, department director, head of any Town agency, employee of Town, or member of any board, committee or agency of the Town.

14.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the Mayor, members of the Town Commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

14.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

14.5 In the event Provider is permitted to utilize subcontractors to perform any of the Services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

15. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a bid for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

16. Small Business Requirements. [INTENTIONALLY OMITTED]

17. Public Records Law. Provider shall comply with all provisions of Chapter 119, Florida Statutes, as amended, regarding public records, which include the following:

17.1 Keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the Services.

17.2 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

17.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Provider does not transfer the records to the Town.

17.4 Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Provider or keep and maintain public records required by the Town to perform the service. If the Provider transfers all public records to the Town upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.,
Pembroke Park, FL 33023
954-466-4600
njoseph@townofpembrokepark.com

18. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider agree to submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit or claim concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. The parties agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

19. Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those which are held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

20. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

21. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

22. Inspector General. Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

23. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the Town and Provider.

24. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Contract Documents and/or Bid, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Contract Documents; and (3) the Bid. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

25. Joint Preparation. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. Further Assurance. Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

27. Counterparts. This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

28. Attorney's Fees. In the event it shall become necessary for either party to institute legal proceedings to enforce the terms of this Agreement, then in such event, it is expressly agreed that in any such action the prevailing party shall be entitled to recover from the non-prevailing party, all costs, including reasonable attorney's fees, of pre-suit collection attempts, suit, and post judgment or settlement collection including those incurred on appeal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

**IMPERIAL ELECTRICAL
INCORPORATED**, a Florida corporation

TOWN OF PEMBROKE PARK

By: [Signature]

By: [Signature]
Ashira Mohammed, Mayor

Print Name: Michael Teranga
Authorized Representative

Attest: [Signature]
Natasha Joseph, Deputy Town Clerk

Date: 9-16-19

Date: 9/20/2019

TOWN ATTORNEY'S OFFICE
Approved as to form and legality:

By: [Signature]
Christopher J. Ryan, Esq., Town Attorney



Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)

IMPERIAL ELECTRICAL INC.
11821 NW 11 STREET
PLANTATION, FL 33323

Section 1.0 GENERAL CONDITIONS

1.1. PROJECT DESCRIPTION

Town of Pembroke Park, Florida ("TOWN") is soliciting sealed bids from qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and all incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, installation, and general lighting as needed when needed for the various Town facilities. Examples of common services under this agreement will include, but not be limited to the repair and installation of street lights and park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnectors, the electrical installation and/or replacement of lift stations, stormwater, wastewater pumps and associated devices, re-wiring of existing facilities, the electrical installation and/or replacement of fire alarm devices, the electrical installation and/or replacement of security cameras. All repair work shall be permanent. Contractor may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment or facility.

Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

These instructions are standard for all contracts for commodities or services issued through the Town of Pembroke Park Procurement Services Division. TOWN may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

1.2. ITB PACKAGE CONTENTS

A. This ITB package includes:

- Sections 1 through 5 hereof
- Town of Pembroke Park Required Submittal Forms:

 - Proposal Signature Page - Questionnaire - Proposal Acknowledgment - Vendor/Bidder Disclosure - Public Entity Crimes	 - Conflict of Interest Disclosure - Non-Collusion Statement - Confirmation of Drug-Free Workplace - Certificate of Compliance with the Florida Trench Safety Act - Acknowledgement of Addenda
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B. If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the ITB, the proposer must immediately notify TOWN of such error and request modification or clarification. Modifications or clarifications will be posted to the Town's website as addenda, at www.townofpembrokepark.com.

C. Questions must be submitted in writing to Todd Larson, Public Services Director, no later than 5:00 PM on Thursday, April 18, 2019. Answers to questions of general interest will be posted to the Town website (www.townofpembrokepark.com) as an Addendum no later than 3:00 PM on Friday, April 19, 2019. Respondents are responsible for checking the website to ensure they have all addenda prior to submitting their proposal, as failing to acknowledge any addenda may result in disqualification.

1.3. BACKGROUND INFORMATION

- A. TOWN is a political subdivision of the State of Florida and is located in the southeastern part of the State in Broward County. Town was first incorporated December 10, 1957 as Town of Pembroke, and later incorporated as Town of Pembroke Park on June 20, 1959. Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. Town has a total area of 1.7 square miles.
- B. It is the intent of TOWN to pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, and installation, and general lighting as needed when needed for the various Town facilities. Contractor may be required to repair, alter, remodel, add to, subtract from, or improve any previous electrical equipment, or facility.

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)

1 4. DEFINITIONS

BIDDING DEFINITIONS. TOWN will use the following definitions in its general conditions, special conditions, technical specifications, instructions to Bidders, addenda, and any other document used in the bidding process:

ADDENDUM – A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

BID – A price and terms quote received in response to an ITB.

BID DOCUMENTS – The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

BID FORM – The form on which Bids are submitted.

BIDDER – Person or firm submitting a Bid.

CALENDAR DAYS – Every day shown on the calendar.

CHANGE ORDER – A written agreement executed by TOWN, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator, and approved by the Town Manager and/or Town Commission.

CONTRACT – A written contract agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONTRACT DATE – The date on which the Contract Agreement is effective.

CONTRACT DOCUMENTS – The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

CONTRACT TIME: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to TOWN.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to TOWN.

FIRST RANKED PROPOSER – That Proposer, responding to a Town RFP/ITB, whose Proposal is deemed by TOWN, the most advantageous to TOWN after applying the evaluation criteria contained in the RFP/ITB.

INVITATION TO BID (ITB) – TOWN requesting bids from qualified Bidders.

NOTICE TO PROCEED (NTP) – The written communication issued by TOWN to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

PROPOSAL – A proposal received in response to an RFP/ITB.

PROPOSER – Person or firm submitting a Proposal.

REQUEST FOR PROPOSALS (RFP) – TOWN requesting proposals from qualified Proposers.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

SCOPE OF SERVICE – Document which details the work to be performed by the Contractor.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to TOWN.

The following terms may be used interchangeably by TOWN: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

1 5. BIDDER PROPOSAL CONDITIONS

BIDDER EMAIL AND PHYSICAL ADDRESSES: TOWN maintains an electronic list of vendors email addresses. Notices of Invitations to Bid (ITBs) are sent via e-mail to the selection of Bidders who have fully registered with Onvia DemandStar or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with Onvia DemandStar in order to view the bid documents. If you wish to have purchase orders sent to a different address, please so indicate in your bid response. If you wish to have payment notifications sent to a different email address, please so indicate on your invoice.

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BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by TOWN for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS: The BIDDER or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals are presently debarred or suspended by any Federal department or agency.

DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. TOWN reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by TOWN.

DRUG-FREE WORKPLACE PROGRAM: BIDDERS are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. BIDDERS shall complete and submit a copy of the attached form and a copy of the program with their Bid.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the Town of Pembroke Park to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While TOWN does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with TOWN staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contracts.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

NO BIDS: If you do not intend to bid please indicate the reason (i.e. insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason) in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due date and time, as indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Services requested in this ITB.

PACKING SLIPS: It will be the responsibility of the awarded Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the Town of Pembroke Park purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

SCRUTINIZED COMPANIES: This Section applies to any contract for goods or services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. TOWN may terminate this Contract at TOWN's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or

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revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications, or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the BIDDER proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with TOWN's terms, conditions, and specifications.

By receiving a bid, TOWN does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by TOWN. If any bid contains material variances that, in TOWN's sole opinion, make that bid conditional in nature, TOWN reserves the right to reject the bid or part of the bid that is declared by TOWN as conditional.

16. BIDDING AND AWARD PROCEDURES

BIDS SUBMISSIONS: Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Pembroke Park, Clerk Office, 3150 SW 52nd Avenue - Pembroke Park, Florida 33023. The name and address of the BIDDER, the bid name, the bid number, the date and hour of the bid opening shall be placed on the outside of the envelope. E-mailed and facsimile bids will not be accepted.

To receive consideration, bids must be received prior to, or on the bid opening date and time. Unless otherwise specified, Bidders shall use the proposal forms provided with the bid documents by TOWN. These forms may be duplicated, but failure to use the forms will cause the bid to be rejected. All corrections on the bid shall be made in ink and initialed by Bidders in ink. All information submitted by the Bidder shall be printed, typewritten, or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by TOWN in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids sent via facsimile transmission (FAX) will be accepted ONLY when it is specified in the ITB. Bids sent via FAX will be otherwise rejected. Bids will be publicly opened by the Deputy Town Clerk, in the presence of Bidders, the public, and TOWN's staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

QUALIFICATIONS/INSPECTION: Bids will only be considered from firms licensed by the State of Florida or Broward County in providing the types of commodities/services specified herein. TOWN reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform the work. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate the Contractor's inability to perform the work.

USE OF OTHER GOVERNMENTAL CONTRACTS: TOWN reserves the right to reject any part or all bids received, and subsequently utilize other available governmental contracts, if such action is in its best interest.

PRICES QUOTED: Bidders shall deduct trade discounts, and quote firm net prices. Bidders shall give both unit price and extended total. In case of a discrepancy in the amount of the bid, the unit price will govern. Each item must be bid separately. All prices quoted shall be F.O.B. destination, freight prepaid unless otherwise stated in the Special Conditions. Bidders pay and bear freight charges, Bidder own goods in transit, and file all shipping claims.

BID SURETY: When applicable, Bidders shall submit a bid security in the amount stated under the Special Conditions, either in the form of a bid bond or cashier's check. The bid security will be returned to the unsuccessful Bidders as soon as practicable after opening of bids. The bid security will be returned to the successful BIDDER after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; full execution of the contract documents, if required; or in accordance with the conditions stated in the Special Conditions.

BIDDING ITEMS WITH RECYCLED CONTENT: The Town of Pembroke Park encourages Bidders to submit bids or alternate bids for items that can use recycled content when addressing environmental concerns. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for TOWN to verify the recycled content. TOWN prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, TOWN may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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APPROVED EQUAL: All manufacturer's names, trade names, brand names, or catalog numbers used in the technical specifications with acceptance of APPROVED EQUAL are for the purpose of describing and establishing TOWN's minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS". In such cases, TOWN will be receptive to any item considered by qualified Town personnel as an APPROVED EQUAL. The specified make and model shall represent the level of quality and features desired by TOWN, and the Bidder shall state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable TOWN to ensure that the bid meets the required criteria. TOWN may reject the item, if adequate information is not submitted with the bid. TOWN will be the sole judge in determining if the item bid qualifies as an APPROVED EQUAL.

MODEL NUMBER CORRECTIONS: The Bidder shall enter the correct and updated model number on the BIDDER proposal page, if TOWN specifies in the ITB a model number that is incorrect, no longer available, or replaced with an updated model with new specifications. In the case of an updated model with new specifications, Bidders shall provide adequate information to allow TOWN to determine if the model bid meets TOWN's requirements.

MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. Bidders must notify the Procurement Services Division immediately, if they are unable to meet or exceed these items' specifications, and believe that the technical specifications are overly restrictive. Such notifications must be received by the Procurement Services Division prior to the questions submittal deadline date, or five (5) days before bid due and open date. TOWN shall consider the technical specifications to be acceptable to all Bidders, if no questions or comments are received before the proposal's submittal date.

SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine their suitability. Unless otherwise specified in the Special Conditions, samples shall be requested after the date of bid opening, and shall be received by TOWN within seven (7) working days of request, and must be furnished free of charge to TOWN. TOWN upon request of the Bidder shall return all samples if not used in testing or destroyed within thirty (30) days of bid award at Bidder's expense. In addition, TOWN may request full demonstrations of items prior to award. The Bidder shall respond promptly and arrange a demonstration at a convenient location, when they are requested. Failure to provide samples or demonstrations as specified by TOWN may result in rejection of a bid.

MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the BIDDER to any relief from the conditions imposed in the contract.

PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has Town elected officials, officers, or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and Town Ordinances relating to this issue. Bidders shall disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from TOWN's BIDDER lists, and prohibition from engaging in any business with TOWN.

QUANTITIES: All quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No guarantee of quantities is given or implied. TOWN specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of TOWN, without such change affecting the contract unit price set forth in the proposal form by the BIDDER.

TAXES: The Town of Pembroke Park is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property.

LIFE CYCLE COSTING: If so specified in the ITB, TOWN may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. TOWN reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP/ITB is a public record pursuant to Florida law, which is subject to disclosure by TOWN under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). TOWN shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and the Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the ITB purporting to require confidentiality of any portion of the Proposer's response to the ITB, except to the extent that certain information is in TOWN's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to TOWN which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall

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clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. TOWN shall be the final arbiter of whether any information contained in the Proposer's response to the ITB constitutes a Trade Secret. TOWN's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless TOWN and TOWN's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of TOWN's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP/ITB AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP/ITB OR ANY PART THEREOF AS COPYRIGHTED.

RESERVATIONS FOR AWARD AND REJECTION OF BIDS: TOWN reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. TOWN also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of TOWN. TOWN reserves the right to make an award to the responsive and responsible BIDDER whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve TOWN's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, TOWN reserves the right, in the event the selected Bidder does not perform satisfactorily, to award a trial period to the next ranked Bidder or to award a contract to the next ranked Bidder, if that Bidder has successfully provided services to TOWN in the past. This procedure shall continue until a Bidder is selected or the contract is re-bid, at the sole option of TOWN.

LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and TOWN by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any BIDDER shall not constitute a cognizable defense against the legal effect thereof.

BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY TOWN TO FOLLOW TOWN'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE USER'S DEPARTMENT OR THE FINANCE & BUDGET DIRECTOR, BY DELIVERING A LETTER OF PROTEST TO TOWN WITHIN TEN (10) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON TOWN'S WEBSITE AT THE FOLLOWING LINK:

<http://www.townofpembrokepark.com/departments/bid-openings/>.

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON TOWN'S WEB SITE AT THE FOLLOWING LINK: <http://www.townofpembrokepark.com>.

17. INDEMNIFICATION, BONDS, INSURANCE, AND WARRANTY

INDEMNIFICATION: The Contractor must agree to hold harmless TOWN, its elected officials, officers, and employees from any claims as a result of the awarded firm's negligence.

PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to TOWN a Performance Bond, payable to the Town of Pembroke Park, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to TOWN thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to TOWN in the event of a material breach of this Contract Agreement by the Contractor.

INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by TOWN or as specified in the Special Conditions.

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The Contractor must purchase and maintain, at its own cost, primary insurance(s) with the minimum coverage limits described below. Insurance(s) must be with insurers and formats acceptable to Town, covering all premises and operations, and in force from the beginning of the project through the warranty period. The selected Contractor will be responsible for any deductible losses required in its insurance(s).

Commercial General Liability

- Combined single limits of one million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Coverage must include bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy must also contain a provision for severability of interests. TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Professional Liability

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

Employer's Liability Insurance

- Six hundred thousand dollars (\$600,000) each accident
- Six hundred thousand dollars (\$600,000) disease - policy limit
- Six hundred thousand dollars (\$600,000) disease

TOWN, its elected officials, officers, and employees must be named on the certificate as additional insured.

Comprehensive Automobile Liability - bodily injury and property damage

- Combined single limits of six hundred thousand dollars (\$600,000) each occurrence
- Six hundred thousand dollars (\$600,000) aggregate

Automobile coverage shall be for each owned, non-owned or hired Contractor vehicle (including employee-owned vehicles) used for the project and shall also contain a provision for severability of interests. TOWN, its officials and employees must be named on the certificate as additional insured.

Certificates of insurance must be received and approved by TOWN prior to the beginning of services. Certificate(s) must identify the project and indicate that cancellation, termination or material change to the policy will not occur without 30 days prior written notice to TOWN. If asked, the Contractor must provide a certified copy of any policy and/or endorsement. Should the Contractor fail to purchase or maintain insurance(s) as required, TOWN may either terminate the contract or purchase the required insurance and recover the cost from the Contractor.

WARRANTY: The Contractor shall provide warranty for the installed equipment and material, and labor for a period of 1-year after said equipment and material installation approval by TOWN; and warrant that the work will be performed in a professional manner in accordance with Town, State, and Federal standards applicable to the project.

1 8. PURCHASE ORDER AND CONTRACT TERMS

ELIGIBILITY: The Contractor must be registered with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with TOWN.

ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of TOWN. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of TOWN Commission, or TOWN Manager, or Town Manager's designee, depending on original award approval.

VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of discussions with Town employees. Only those communications which are in writing from an authorized TOWN representative shall be considered.

INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Contract Agreement. Personnel services for the Contractor shall be performed and supervised by the Contractor, and not by officers, employees, or agents of TOWN. Contractor's personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

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COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in Contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from TOWN's BIDDER mailing list for a specified period of time, during which Bidders will not be recommended for contract award.
- All Town Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

ACCEPTANCE, CONDITION, AND PACKAGING: All material delivered on site shall remain the property of the Seller until after TOWN's physical inspection and satisfactory acceptance of the material. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. TOWN will not accept substitutes of any kind. All items or material not meeting specifications will be returned to the Bidder at the Bidder's expense. Payment will be made only after TOWN's receipt and acceptance of materials or services.

PERMITS, TAXES, LICENSES: The successful Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that apply to this contract.

NON-DISCRIMINATION: The Contractor shall not discriminate as to race, sex, color, creed, age, or national origin in the operations conducted under this contract.

ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidders, by virtue of bidding, certify that if awarded any portion of the ITB the Bidder will supply only material or equipment that is 100% asbestos free.

SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

OTHER GOVERNMENTAL ENTITIES: An awarded Bidder may be requested to provide goods and services to other governmental agencies if Bidders have sufficient capacity or good quantities available. The awarded good or services shall be provided in accordance with the terms and conditions of the ITB and contract. Prices shall be F.O.B. delivered to the requesting agency.

INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the Town of Pembroke Park and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

TERMINATION FOR CAUSE: If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract Agreement, or if the Contractor violates any of the provisions of this Contract Agreement, TOWN may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Contract Agreement, or with such part or parts of the Contract Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to TOWN by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract Agreement shall, at the option of TOWN, become TOWN's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of TOWN. The Contractor, however, shall not be relieved of liability to TOWN for damages sustained by TOWN by reason of any breach of the Contract Agreement by the Contractor, and TOWN may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to TOWN from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: TOWN reserves the right, in its best interest as determined by TOWN, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

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CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of TOWN for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to TOWN's Internal Auditor, during normal business hours all books of account, reports and records relating to this contract. These accounting records shall be retained for the duration of the contract and for three years after the final payment under this Contract Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to TOWN are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to TOWN to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. TOWN may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event TOWN does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of TOWN, TOWN will reserve the following options:

1. The contract can be canceled by TOWN upon giving thirty (30) days written notice to the Contractor with no penalty to TOWN, or the Contractor. The Contractor shall fill all TOWN requirements submitted to the Contractor until the termination date contained in the notice.
2. TOWN may require the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If TOWN, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve itself of a legitimate obligation under the contract, and no unusual circumstances had occurred, TOWN reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from TOWN for a stated period of time.

If TOWN does agree to adjusted costs, these adjusted costs shall not be invoiced to TOWN until the Contractor receives notice in writing signed by a person authorized to bind TOWN in such matters.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless TOWN and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by TOWN. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

LITIGATION VENUE: The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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Section 2.0 SPECIAL TERMS AND CONDITIONS

2.1. COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that s/he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

2.2. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract Agreement or meeting the approval of TOWN may be rejected. Replacements and/or rework, as required, shall be accomplished on a timely basis at no additional cost to TOWN.

All electrical work performed and material provided must be guaranteed for a minimum period of one (1) year.

Contractor is expected to properly troubleshoot and repair electrical issues reported by TOWN.

Bids must clearly state any warranties and guarantees against Subcontractors workmanship and material.

In the event of default by the BIDDER, TOWN reserves the right to procure the necessary services from other sources and hold the BIDDER responsible for any excess costs incurred as a result of such action.

2.3. TERM OF CONTRACT

The initial contract term is two (2) years with the option to renew for two (2) additional years at the discretion of TOWN Manager, provided the successful proposers agree to maintain the same terms and conditions of the current contract.

2.4. REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to TOWN's Public Services Director or his/her designee by the deadline stated herein via e-mail at TLarson@townofpembrokepark.com. Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Bidders by written addenda. Failure of a Bidder to receive and/or acknowledge any addendum shall not release the Bidder from any obligations under this bid.

2.5. MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-bid Conference will be held at 10:00 AM on April 10, 2019 at the Town Hall Council Chambers, 3150 SW 52nd Avenue, Pembroke Park, FL 33023. In order to be eligible for contract award Bidder must attend the Mandatory Pre-bid Conference.

2.6. SCHEDULE OF EVENTS

TOWN will use the following tentative time schedule in the selection process. TOWN reserves the right to change and/or delay scheduled dates.

<u>Event</u>	<u>Date</u>
ITB Available	March 25, 2019
Mandatory Pre-Bid Meeting (10:00 AM)	April 10, 2019
Last Date Receipt of Questions (by 5:00 pm EST)	April 18, 2019
ITB Bid Due (3:00 pm EST)	April 25, 2019

Any variations from the RFP/ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

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Where an "or equal" is specified, TOWN shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by TOWN in writing. If specifications are in contradiction, or if they contain any errors or omissions, Bidders shall notify the Public Services Director Todd Larson at TLarson@townofpembrokepark.com at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

2 7. CONTRACTOR'S EQUIPMENT

All Contractors' equipment shall be maintained in a safe operating condition while performing work under this contract. The Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, TOWN shall direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Pembroke Park. The Contractor shall be responsible for injury to persons caused by the operation of the equipment.

2 8. EMPLOYEES

Contractor shall provide licensed and insured technicians to perform all electrical installation, replacement, and repairs activities. Contractor shall have an "on-site" supervisor who is fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements, and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor and its employees shall not smoke in municipal buildings.

Contractor shall provide TOWN with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2 9. STORAGE OF MATERIALS

Contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by TOWN.

2 10. DISPOSAL OF WASTE

The Contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the Bidder(s) responsibility to become familiar with the existing conditions of all TOWN facilities that are included in this bid and to assist TOWN in determining the type of equipment necessary to successfully provide the specified services.

2 11. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to TOWN prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the Public Services Director Todd Larson in writing via email at TLarson@townofpembrokepark.com. Failure to do so shall obligate the Contractor to make repairs per the above section.

2 12. INSPECTIONS

The Contractor and the Town of Pembroke Park's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

2 13. VARIATIONS TO SPECIFICATIONS

For each work authorization, Bidder must indicate any variance to the specifications, terms, and/or conditions, provided by TOWN, no matter how slight. If variations are not stated in the cost estimate to TOWN; it will be assumed that the product or service fully complies with the specifications, terms and/or conditions given for each specific work request.

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2 14. LIQUIDATED DAMAGES

If TOWN finds any deficiencies in work performed under Scope of Work, the deficiencies will be addressed in a letter addressed to the Contractor within five (5) calendar days from inspection. The Contractor will have (10) calendar days to correct such deficiencies. No work will be paid for until all work has been inspected and approved by TOWN. Time is of the essence and up to \$50.00 a day liquidated damages may be assessed for every calendar day the project is late.

2 15. PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service. Authorized time and materials invoices, at a minimum, shall include the following information:

Labor cost at the established rate plus cost of materials plus mark up. Invoices shall be submitted to TOWN with the request for payment and it shall include the following:

- Invoice from supplier for all purchased materials
- Number of employees that worked
- Title of each employee
- Number of hours worked by each employee
- Hourly rate of each employee
- Hourly rate times the number of hours worked

2 16. PERMIT FEES

TOWN will reimburse the selected Contractor(s) any permit fee(s), as may be needed, on a project by project basis. Administrative re-inspection fees may be assessed to the selected Contractor, in instances, where the required re-inspection is the direct result of Contractor's omission or error.

2 17. VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of TOWN. The Contractor shall not pledge or attempt to pledge the credit of TOWN or in any other way attempt to bind TOWN.

2 18. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Administrator or designee.

2 19. EVALUATION METHOD AND CRITERIA

Contracts shall be awarded to the responsive and responsible BIDDER with the lowest bid. In determining the "lowest responsive, responsible BIDDER," the Public Services Director shall consider the criteria below:

Criteria

- Prices Proposed
- Scope of Services Proposed
- Contractor's Qualifications
- Resources and Availability
- Experience with Governmental Entities
- Client References and Past Performance
- Drug-Free Workplace

TOWN reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

2 20. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposers. TOWN may enter into contract negotiations with the recommended Proposers or take such other action as it deems to be in the best interest of TOWN.

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2 21. CONTRACT AWARD

Any contract, as a result of this ITB, will be submitted to Town's Public Services Director for considerations and may be submitted to TOWN Commission for their approval. The Contract award, if any, shall be made to the lowest BIDDER whose proposal shall be deemed by TOWN to be in the best interest of TOWN. TOWN's decision to make the award and which proposal is in the best interest of TOWN shall be final.

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Section 3.0 SCOPE OF SERVICE

3.1. PURPOSE

The purpose of this ITB is to: Pre-select a minimum of two (2) qualified licensed electrical contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment and any incidentals necessary to provide maintenance and miscellaneous electrical services, repairs, and installation, and general lighting as needed for the various Town facilities. Examples of common services under this agreement will be the repair and installation of street lights and park lights, installation and/or relocation of electrical outlets, the installation and/or relocation of office lighting, the installation and/or replacement of electrical service panels and disconnectors, the electrical installation and/or replacement of lift station, stormwater, wastewater pumps and associated devices, re-wiring of existing facilities, the electrical installation and/or replacement of fire alarm devices, the electrical installation and/or replacement of security cameras, etc. All repair work shall be permanent. Contractor may be required to repair, alter, remodel, add to, subtract from or improve any previous electrical equipment or facility.

Proposers shall provide three (3) references for similar projects, and proof of a minimum of three (3) years' experience of commercial electrical services.

All preventive maintenance, repair and installation of electrical equipment and performance of electrical services shall be in compliance with the following standards:

- a) American National Standards Institute (ANSI).
- b) Florida Building Code (FBC).
- c) Illuminating Engineering Society of North America (IESNA) handbook, latest edition.
- d) National Electrical Code (NEC).
- e) National Electrical Manufacturers Association (NEMA) - Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
- f) Occupational Safety and Health Administration (OSHA).
- g) Photometric data of an independent nationally recognized testing agencies will be accepted. Photometric data of testing laboratories of luminaire manufacturers may be accepted, if certified and approved by the PPO Supervisor assigned.
- h) Precast/Prestressed Concrete Institute (PCI) Design Handbook, 5th edition, PCI MNL – 120-99.
- i) Underwriters' Laboratories, Inc. (UL) - This applies to materials which are covered by UL standards.
- j) Conformance with any other applicable local codes and standards.

3.2. DESCRIPTION OF WORK

Contractor(s) will furnish all labor and tools necessary for installation, repair, maintenance and/or installation and/or inspection of electrical infrastructure on a 24 hour basis seven days a week. EMERGENCY RESPONSE TIME shall be no greater than two (2) hours unless otherwise stipulated by TOWN. Time and material pricing, as it may be specified in this bid, shall be on an hourly basis plus the cost of materials plus mark up. Cost per hour shall be non-overtime rate from 7:00 A.M. to 5:00 P.M. Monday through Friday and overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all day Saturday, Sunday, and Town observed holidays. Travel time will not be considered in the calculation of elapsed time.

The work will be distributed to the pool of selected contractors based on the following criteria:

- a. Emergency repairs (overtime rate and materials plus markup)
- b. Scheduled repairs and/or new installation (time and materials plus markup)
- c. Single work exceeding \$10,000 (to be competitively bid among the selected pool of contractors)

Contractor must submit documentation to TOWN, with each invoice, including paid invoices to suppliers for the cost of parts and materials along with the costs for labor.

Contractor will be responsible for making all repairs. Other than providing access to Town facilities, Contractor should not rely upon TOWN to obtain permits or act as a facilitator between utility companies, outside vendors, and/or manufacturers.

Prior to starting any work or repairs, TOWN may request a detailed budgetary estimate from Contractor for any proposed work. Work may not be started until TOWN directs Contractor to do so by written communication.

All vendors must have an active phone number and email address to communicate with TOWN. For invoicing purposes, authorized work is considered started when Contractor arrives at the location and will end when the work is completed. TOWN will not pay for travel time.

If requested by TOWN, Contractor must return any damaged parts to TOWN after performing repairs.

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Contractor will be allowed to invoice for miscellaneous materials. "Miscellaneous materials" are herein defined as materials that are already owned by Contractor, and are incidentally used to complete the repairs. The cost of miscellaneous materials shall never exceed \$100 per repair. Miscellaneous materials are not intended to be abused by Contractor; therefore, it will require the approval of the Public Services Director. A decision by the Public Services Director pertaining to invoicing of miscellaneous materials is final, whether it is in favor or against Contractor. No back up will be required for the invoicing of miscellaneous materials; however, Contractor will be required to list such miscellaneous materials, already owned by his company, and used for the invoiced repairs.

Emergency Repairs:

Contractor, as requested by TOWN representative, will furnish all labor and necessary tools and materials at an established rate from 7:00 A.M. to 5:00 P.M. Monday through Friday. Contractor, as requested by TOWN representative, will furnish all labor and necessary tools and materials at an established overtime rate from 5:00 P.M. to 7:00 A.M. Monday through Friday and all day Saturday and Sunday. Emergency repairs that are completed under the time and materials guideline will require that Contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. For emergency repairs, response time shall not exceed two (2) hours from the time the call is placed. In the event Contractor does not respond to TOWN's request for service in a timely manner, as established in this bid, TOWN representative will contact the next contractor in the rotation. Failure to respond three (3) times to the Public Services Director under assigned rotation will constitute failure to perform and may be subject to contract termination.

Scheduled Repairs:

TOWN will request from the selected Contractor, a detailed budgetary cost estimate, to be approved by the Public Services Director to complete any electrical services listed within this bid that the cost does not exceed \$10,000. In the event that TOWN and Contractor fail to agree on the proposed cost estimate, the Public Services Director will end negotiations and will request a new proposal from the next contractor in the rotation. If due to unforeseen conditions, additional work is required to complete the pre-approved work specified in the cost estimate, the Public Services Director can authorize Contractor to complete the required additional work to be paid at the actual time and cost of materials plus mark up as it is established in the executed contract between TOWN and the selected Contractor(s). Work completed under the time and materials guideline will require that Contractor submit attached to the invoice receipts of the materials used to complete the work and a detail breakdown of the job classification and the number of hours worked for each day that it is billed. In the event Contractor does not respond to TOWN's request to submit a cost estimate in a timely manner, TOWN representative will contact the next contractor, in the rotation, to request a new cost estimate. Failure to respond three (3) times to the Public Services Director under assigned rotation will constitute failure to perform and may be subject to contract termination.

Single Work Exceeding \$10,000:

TOWN will request a cost estimate proposal for work exceeding \$10,000, from all pre-qualified Contractors for any required electrical services listed in this bid. TOWN will select the contractor based on the lowest price submitted.

3.3. GENERAL LOCATION OF WORK

The work will be performed within the municipal buildings and sites within the municipal boundaries of the Town of Pembroke Park. See Table 1 below.

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Table 1 - Sample of the types of electrical services anticipated for the facilities under this term contract:

<i>TOWN may request repair and/or maintenance involving one or more of the electrical services listed below for any of TOWN's facilities</i>										
Facility	Address	Service Panel	Wiring	Parking Lot Lights	Park Lights	Outside Building Lights	Interior Lights	Pumps/ Controls	Cameras	Fire Alarms
Town Hall	3150 SW 52nd Ave	x	x	x		x	x		x	x
Raymond P. Oglesby Preserve	3115 SW 52nd Ave	x	x	x	x	x	x		x	x
Ryan Park	3115 SW 52nd Ave	x	x	x	x	x				
Patrick Behan Park	3200 SW 25th St	x	x	x	x	x			x	
Behan Walkway	3200 SW 25th St	x	x	x	x	x				
Howard P. Clark Linear Walkway	3116 SW 24th St	x	x	x	x	x				
Lift Stations	30 stations throughout TOWN	x	x	x				x		
Stormwater Stations	3 stations throughout TOWN	x	x	x				x		

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3 4. EQUIPMENT

Equipment up to and including those items listed below are considered overhead items covered under the labor rate bid. Specialty trade items for which additional charges are appropriate must be approved by TOWN on a case-by-case basis. Overhead Equipment Covered Under Labor Rate:

- o All light trucks, personnel, and tool transport equipment;
- o All hand tools (including power tools) customarily employed in the electrical trade;
- o Bucket truck/Aerial Lift truck 59' or less working height

Equipment up to and including those items listed below are not considered overhead items and shall be listed on the Bid Form Tools and Equipment Not Covered Under Labor Rate:

- o Bucket truck/Aerial Lift truck 60' or more working height;
- o Trencher to 4' depth;
- o Crane truck

A list of equipment, confirming ownership, including size and capability, shall be included with the bid, or upon request. The equipment list must be complete, capable of executing every project for which the BIDDER submits item prices on the Bid Form.

Service trucks must be capable of servicing a minimum of 20-50-amp exterior circuits. Contractor must also have the necessary materials and equipment to locate conduit and wires buried in the ground.

Transportation costs for owned-leased or rented equipment not included above related to specific projects will be reimbursed at the hourly rate for the specific equipment required when picked-up and returned to Contractor's owned-leased or rented location.

Transportation costs for owned-leased or rented equipment between TOWN locations will be reimbursed at the hourly rate when the Contractor's personnel are assigned to more than one work location per day.

3 5. ELECTRICAL PRODUCTS

Unless otherwise indicated in writing by TOWN's Public Services Director, the products to be furnished under this specification shall be the manufacturer's latest design. Where two or more units of the same class of equipment are required, these units shall be products of the same purpose and rating and shall be interchangeable throughout the project.

All products shall be newly manufactured. Defective equipment or equipment damaged in the course of the installation or a test shall be replaced or repaired in a manner meeting the approval of the Public Services Director, at no additional expense to TOWN.

3.7.1 LUMINARIES

- A. Contractor shall submit shop drawings and product data and/or samples when requested by TOWN's Public Services Director. The shop drawings must be of a sufficient size to show necessary detail for each luminaire type, and its components. Catalog cuts or scale drawings will not be acceptable. The Contractor must provide and supply products equal to each facilities operational equipment in order to maintain a consistent stock of items that are common to each installation to avoid an oversupply of unnecessary or outdated products that cannot be used for maintenance and replacements. TOWN may from time to time elect to conduct a complete upgrade of products at each installation, and in such an event, Contractor shall coordinate with TOWN to develop a plan for programmatic and necessary equipment upgrades.

Shop drawings may include but are not limited to: manufacturer's dimensioned scale drawings showing in complete detail the fabrication of all luminaires including finish, metal thickness, fabrication methods, support method, ballasts, socket type of shielding, reflectors, provisions for re-lamping, effective projected area (EPA), and all other information to show compliance with NEC and UL.

Shop drawings and supporting calculations that contain structural information shall be signed and sealed by a State of Florida-registered Professional Engineer.

- B. Luminaire details may vary slightly from those shown on drawings provided the changes do not adversely affect size of installation, durability, performance or appearance of the luminaire. TOWN reserves the right to subject materials to photometric testing at an independent testing laboratory.
- C. When requested, Contractor must submit for review and approval one representative sample of any luminaire or component required under the scope of a specific project. After review and approval, luminaire materials are to be shipped to the location indicated by TOWN's Public Services Director. Samples are to be provided at no charge to TOWN. Luminaire parts and components not specifically identified or indicated are to be manufactured of materials appropriate for their function, resistant to corrosion as well as thermal and mechanical stresses encountered in the

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normal application and functioning of the luminaries with particular emphasis on south Florida climatic conditions, wherever possible.

- D. Contractor shall provide lamps for luminaries when requested by TOWN's Public Services Director. TOWN reserves the right to provide the lamps from its own stock when it is cost effective to do so. Any remaining lamps not used in any project remain the property of TOWN. When possible, all non-LED fixtures shall be replaced with LED fixtures. Otherwise, the Contractor shall match replacement fixtures equal to or better than the existing fixtures being replaced to meet minimum standards of the IES for the spaces that re-lamping occurs or where new fixtures are installed. To achieve a uniform lighting level in spaces where new fixtures are installed, the lighting levels must be equal to or greater the quality of light in spaces where fixtures are changed out.
- E. Lamps as specified for the individual luminaries or lighting equipment must be delivered and installed, leaving luminaries completely lamped and in normal operating condition. Lamps produced by the manufacturers such as General Electric, Osram-Sylvania, Lithonia, or Phillips should be used. The use of ecologically-friendly lamps must be used, wherever practicable. Contractor shall match existing product(s) used in buildings being serviced to maintain uniform equipment standards for lumen output and electrical capacity.
- F. Fluorescent and incandescent lamps shall be re-installed only in areas and cases when and where it is neither practical nor possible to install LED lamps. Fluorescent lamps shall be F32T8/RS/CW (2900 lumens) energy savings or equivalent unless specifically noted otherwise. Incandescent lamps shall be IF (inside frost) and rated for nominal operation at 130V, extended service, unless specifically noted otherwise. 120V lamps are NOT acceptable.
- G. All cast parts, including die-cast members are to be of uniform quality, free from blow holes, pores, hard spots, shrinkage defects, cracks or other imperfections that affect strength and appearance, or are indicative of inferior metals or alloys. Exterior surfaces such as extruded metal parts which do not otherwise receive a finishing coating shall be machined, sanded or similarly treated. All finished castings shall be given a minimum of one coat of baked-on clear methacrylate lacquer unless a painted finish is specified.
- H. Any products used by Contractor shall be from a manufacturer with a minimum of 10 years of experience in the design and production of their products listed in these Specifications.
- I. Lighting fixtures shall be as indicated or specified. The details, shapes and dimensions are approximate, and variations, when approved, may be made in order to use stock fixtures.
- J. Lighting fixtures shall conform to UL publication #57, and shall be complete with lamps and all necessary accessories and fittings.
- K. Lens frames shall be supported so as to avoid sagging, and shall be readily removable or suitably hinged and latched. Removable frames shall have adequate means of retention for use when servicing.
- L. Lamp sockets must be rigidly and securely attached to the luminaire enclosure or husk.
- M. Incandescent lamp sockets must be fabricated of heavy-duty, heat-resistant porcelain. Plastic or metal sheet sockets cannot be used unless specifically requested by TOWN.
- N. Fluorescent lamp sockets operating with an open circuit voltage in excess of 300V must be of the safety type, and open the supply circuit when the lamp is removed from the sockets.

3.7.2 PARKING LOT LIGHTING

Open parking lots and access thereto shall be provided with a maintained minimum of 1 foot-candle on the parking surface from dusk until dawn. The uniformity ratio shall not exceed a twelve to one ratio (12:1) maximum to minimum foot-candles, not to exceed 0.05WV per square foot. TOWN reserves the right of actual performance verification.

Reflectors and bodies for fluorescent lamp luminaires made of steel of the thickness specified, shall have a baked-on white synthetic enamel finish and given a suitable primer and white color coats properly applied.

3.7.3 LED LUMINARIES

LED luminaires shall be provided with all cables, controllers, power supplies, connectors, terminators, and accessories required for a complete installation. LED system(s) shall utilize pulse width modulation, non-linear scaling techniques, and reverse polarity protection for high resolution output.

LED luminaires shall be tested in accordance with IESMA LM-79 (luminous output, power input, luminaire efficacy (lumens/watt), color temperature, and color rendering index), and IESMA LM-80 (output luminous maintenance, 10,000 hours minimum test). Luminaire output shall be a minimum of 60 lumens/watt. Rated life shall be a minimum of 50,000 hours at 50% output. Testing shall be performed by a US Department of Energy (DOE) accredited laboratory.

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LED luminaires shall be high brightness and binned for forward voltage, luminous flux and wavelength.

LED drivers shall be solid-state Class 1 power supply/driver. The system shall have a minimum 90% power factor and a maximum of 30% THD, and heat sensing with color sensing feedback. Adequate heat sink capability shall be provided to ensure the rated life.

The luminaires (to include LED lamps and LED drivers) shall have five (5) years minimum warranty for replacement and labor.

3.7.4 REFLECTORS

Reflectors, reflecting cones and baffles should be fabricated from No. 12 aluminum reflector sheets, 0.57" (15- gauge) or heavier, free of any tooling marks, spinning lines and be free of any marks or indentations caused by riveting or other assembly techniques. Contractor shall ensure that no rivets, springs or other hardware are visible after installation.

Reflectors and baffles must be of first quality, polished, buffed and anodized finished, and have a color as selected by TOWN's Public Services Director. Reflector and baffles must have modified elliptical contour and produce no apparent brightness from nadir to 40 degrees above nadir, nor the lamp image nor any part of the lamp visible from nadir to 40 degrees above nadir.

Aluminum reflectors, where required, are to be formed and finished as noted on drawings or as directed by TOWN's Public Services Director. Reflectors should be free from blemishes, scratches or indentations which would distort their reflective function.

3.7.5 WIRING

Wiring between fluorescent lamp holders, associated operating and starting equipment must be of similar or heavier gauge than the leads furnished, with the approved types of ballasts, and have equal or better insulating and heat-resisting characteristics.

Wire within housing must be entirely covered with flexible woven fiberglass sleeve. Wiring shall be protected with tape or tubing at all points where abrasion may occur. Wiring within luminaire construction shall be concealed except where the luminaire design or mounting dictates otherwise.

Connections of wires to lamp holder terminals and other accessories must be made in a neat and workmanlike manner and be electrically and mechanically secured with no protruding loose strands. The number of wires extending to or from the terminals of a lamp holder or other accessory shall not exceed the number that the accessory is designed to accommodate.

Wiring channels and wire ways must be free from projections and any rough or sharp edges throughout. All points or edges over which conductors must pass, and which may be subject to injury or wear, shall be rounded or bushed.

Insulated bushings shall be installed at points of entrance and exit of flexible wiring.

Junction boxes attached to luminaires must be approved for the number of conductors indicated on the drawings with supplementary junction boxes installed, where required, and must comply with NEC.

For exterior lighting, Contractor shall provide a fuse and fuse holder in the primary side of each ungrounded conductor for all ballasts and at the hand hole of each exterior pole-mounted luminaire or junction box, for each wall-mounted luminaire.

Ballasts shall be CWA (constant-wattage autotransformer) for designated voltage. The approved manufacturers are Advance, Jefferson, General Electric, Sola or Universal.

All splices in ground boxes shall be sealed with approved sealing packs. The approved brand is 3M Scotch Lock 3570. All conduits entering ground boxes shall be sealed with an approved duct seal in order to prevent the intrusion of water and other objects.

3.7.6 LIGHTING CONTACTORS

Lighting contactors shall be electrically operated, mechanically held with double break silver alloy contacts, fully-rated for tungsten, and have fluorescent or general use loads with interrupting capacity of 300% of rated current and NEMA 1 enclosure, except as otherwise specified. Approved manufacturers are ASCO-920RC, Square-D Class 8903, General Electric CR160MB, and Westinghouse A202.

3.7.7 ILLUMINATION

Contractor shall provide illumination computer printouts for all parking lots and maintain a minimum of 1 foot-candle with a maximum to minimum ratio of 12:1.

Illumination of façade should be accomplished with multiple controlled beam floodlights as shown on luminaire schedule. Floodlights must be contained in aluminum-fabricated housings mounted vertically on the face of each pole.

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Luminaires must provide 5 foot-candles average with a maximum to minimum ratio of 4:1.

A computer printout of point-by-point vertical foot-candles with the shop drawings shall be provided prior to fabrication.

3.7.8 LUMINAIRE INSTALLATION

Contractor must be aware that luminaire locations as indicated on the drawings are approximate. Contractor is responsible to verify future locations with any existing plans provided by TOWN Department or other reference data prior to installation. Contractor is also responsible to check for adequacy and non-interference with other equipment.

Upon completion of the installation, the luminaires and lighting equipment must be in complete operating order, free from defects in condition and finish. At the time of final inspection, luminaires and equipment must be fully lamped, and be complete with required lenses of diffusers, reflectors, side panels, louvers or other components necessary for the proper functioning of the luminaires. Luminaires and equipment must be clean and free from dust, plaster or paint spots. Any reflectors, lenses, diffusers, side panels or other parts damaged prior to the final inspection must be replaced by the Contractor at no additional expense to TOWN.

Housings installed directly in concrete should be fabricated of hot-dipped galvanized steel or cast aluminum. Where cast aluminum housings are used, two coats of asphaltum paint shall be applied prior to installation.

1/8" thick x 2" diameter solid neoprene grommets shall be used at every mounting point for all luminaires surface-mounted to concrete structure to prevent direct contact of housing to concrete.

All directional luminaires shall be adjusted to obtain the most uniform light distribution. Similar luminaires shall be oriented consistently. Luminaires shall be coordinated with speakers, air grilles, pipes and ductwork.

Luminaire bottoms, edges and ends of rows must be even. Rows shall be straight, aligned and equally spaced in distinct areas. All luminaires shall be clean of debris and fingerprints and trim adjusted to fit surface snugly. All necessary hangers and mounting accessories shall be provided for a complete installation.

Fluorescent luminaires shall be located in the equipment rooms to provide the best illumination of the equipment already installed. Chains or rods shall be used to support luminaires installed below ducts and pipes, as required. Luminaires shall be installed after pipes and ducts are installed.

After the installation of luminaires is completed, luminaires shall be adjusted after dark under the supervision of TOWN's Public Services Director.

Upon completion of the luminaire projects, lighting shall be turned on for a continuous 48-hour period in order to observe and replace any burned-out lamps and/or defective ballasts, fuses and related material.

3 6. PANELBOARD

Shop Drawings shall be submitted for review on each panelboard indicating cabinet dimensions, component arrangements, characteristics, and sizes.

- A. Panelboards shall conform to Federal Specification W-P-115a, complete with cabinets and locks. Fronts shall be finished to resist corrosion with not less than one priming coat and one pearl gray finishing coat. Components shall be arranged approximately as indicated.
- B. Circuits shall be numbered serially from top to bottom with odd numbers on the left. Adjacent poles of single pole devices shall be of opposite polarity with split-phase bussing.
- C. Keys shall be provided, each of which shall operate all the panelboard cabinet locks. A typewritten directory shall be provided with a transparent protective cover on the inside of the panelboard cover. Panels shall be factory assembled and tested. Circuit breaker panelboards shall be Type I, Class 1, bolt-on type.
- D. Panelboards shall be as manufactured by Square "D", Siemens, or Eaton Corporation.
- E. Panelboard bus shall be copper.

All panels shall be mounted with tops at 6' above the floor, except as noted or approved otherwise. Grouped equipment shall be mounted on backboards. All panels and devices shall be identified. All adjacent panels shall be nipped together using minimum 1-1/2" conduit. All debris shall be cleaned out of cabinets prior to installing covers. A minimum of two empty conduit stubs shall be provided from flush mounted panels to ceiling spaces above and below.

3 7. SAFETY SWITCHES, CIRCUIT BREAKERS AND FUSES

Shop Drawings shall be submitted for review including catalog cuts showing sizes, types and characteristics of all products.

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3.7.1 SAFETY SWITCHES/CIRCUIT BREAKER DISCONNECTS

- A. Safety switches shall conform to Federal Specifications W-S-865c, heavy duty type HD, fusible or non-fusible, with the poles, ampere, voltage and horsepower ratings indicated and shall have solid neutrals and Class R clips. Lugs shall be UL listed for copper-aluminum.
- B. Enclosures for safety switches shall be NEMA-1, general purpose, except that switches indicated (WP) weatherproof, shall be NEMA-3R, unless marked NEMA-4X. Provide hubs as required for NEMA-3R enclosures with suitable gaskets and bonding means.
- C. Switches and disconnects shall be as manufactured by Square 'D', General Electric, Siemens, or Eaton.
- D. Circuit breaker disconnects may be used in lieu of safety switches, provided they comply with the safety switch requirements, are applied within their ratings, and a schedule is submitted for approval.

3.7.2 CIRCUIT BREAKERS, MOLDED CASE

- A. Circuit breakers shall conform to Fed. Spec. W-C-375a and NEMA Standard AB-1, unless indicated otherwise. Circuit breakers shall be of the ampere rating, voltage rating, number of poles and class or interrupting capacity (IC), as indicated. Interrupting ratings are given in root mean square (RMS), symmetrical amperes based on NEMA test procedures. Lugs and terminals shall be UL listed for copper-aluminum. Accessories shall be 120 volts.
- B. Each circuit breaker shall have a trip unit for each pole with elements providing inverse time delay under overload conditions and instantaneous magnetic trip for short circuit protection, unless indicated as non-automatic. Trip elements shall operate a common trip bar to open all elements.

3.7.3 FUSES

- A. Rejection fuses shall be provided for all fusible equipment regardless of which section has furnished such equipment.
- B. Fuses shall be of the ratings shown on the drawings, UL listed and shall be Bussmann Manufacturing Co., Gould-Shawmut Company, CEFCO or approved equal.
- C. All fuses shall be current limiting and have an interrupting capacity of at least 200,000 amperes RMS symmetrical.
- D. The time-current characteristics and ratings shall be such that positive selective coordination is assured.
- E. Fuses, 600 amperes and lower, where applied to general feeder and branch circuit protection, shall conform to UL Class RK-1 standards and be Bussmann Type LPN-RK-SP LPS-RK-SP, "Low Peak". Gould-Shawmut dual element "Amp-Trap."
- F. Fuses, where required for circuit breaker protection shall conform to UL Class RK-1 standards and be Bussmann Type LPN-RK-SP or LPS-RK-SP "Low Peak", or Gould-Shawmut Class RK1 "Amp-Trap."
- G. Coordination and current limitations, or the protection of each part of the electrical system, must be designed around the type and class and manufacturer selected for that type and class.

3.7.4 INSTALLATION

- A. Grouped switches, disconnects and controls shall be mounted on backboards or Unistrut. Labels shall be provided on or in all fusible equipment indicating the type and size replacement fuse required.
- B. Generally, switches and disconnects shall be mounted between 4' and 5' A.F.F., readily accessible.
- C. All fuses shall be installed, as required, where indicated on the drawings. Where required by the National Electrical Code, special attention shall be given to air conditioning equipment.
- D. 10% spares (minimum of three) shall be provided of each size and type of fuses furnished. Spare fuses shall be placed in a wall mounted cabinet equal to: Bussmann SFC, which shall be located in the switchgear room.

3.8. GROUNDING

A complete grounding system shall be installed in accordance with NEC Article 250.

Grounding Electrodes shall be a minimum of 5/8" diameter by 10' length & copper-clad, unless otherwise specified. Grounding accessories shall be as manufactured by Burndy, Erico, or Thompson.

End to end fixtures shall be continuously bonded. Grounding contact of receptacles shall be connected to a solidly grounded conduit system or to a system grounding conductor (not the system neutral) by a stranded copper wire not smaller than 12 AWG or shall be grounded in some other approved manner.

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All metal parts shall be bonded. Equipment and bus connections shall be made with suitable lugs or clamps. Contractor shall apply the Cadweld process to connect all wire-to-ground rod joints. The Cadweld process shall be applied to connect all wire-to-wire joints size 1/0 AWG and over.

All conduits stubbing under switchboards, transformers and similar locations shall be bonded using bonding bushings. Each conduit shall be bonded separately.

A bonding wire shall be provided from grounding bushings on all conduits terminated at panels, boxes, wireways, panels, etc.

A bond wire shall be provided in all flexible metal conduits and connect to the boxes at each end in an approved manner.

PVC shall be used to sleeve grounding conductors, except that where sleeves are subject extreme injury, rigid metal conduit bonded at both ends shall be used.

All separately derived sources, such as transformers, shall be grounded to adjacent cold-water pipe or building steel in accordance with the NEC.

All equipment shall be grounded with lugs equal to T & B "Loctite" one bolt-hole tongue #31003 or equal.

All conduits to Service entrance equipment and Transfer Switch along with Load Center shall have Grounding Bushing on all conduit and ground to box, cabinet, etc., in order to give additional protection in grounding all the electrical systems.

Grounding of all communication and fire alarm systems shall be installed in accordance with NEC Article 800.

3 9. TIME OF COMPLETION

This is a term contract. Prior to authorizing any work, TOWN will request from Contractor to provide a cost estimate to complete the desired electrical services.

All requested work must be completed within the timeframe agreed upon and for the amount of the job estimate. Each project must be started and completed within the dates set forth on the Notice to Proceed.

For work not exceeding \$10,000 in cost Contractor will have three (3) working days to submit a budgetary estimate from the date it is requested by TOWN. Failure by Contractor to submit the budgetary estimate within three (3) working days, as time may be of essence may result in TOWN requesting a budgetary estimate from the next contractor in the rotation. Time completion for each project will be discussed and agreed by the selected Contractor(s) and TOWN prior to TOWN authorizing the work.

3 10. QUANTITIES

This is a term contract intended to address incidental repair, maintenance and/or installation and/or inspection of electrical infrastructure for TOWN facilities. There is no guarantee on the frequency or quantity of the work that will be assigned to Contractors. Cost estimates requested by TOWN from Contractor do not guarantee that the work will be authorized. Examples or reasons for the work not to be authorized by TOWN may include that the cost estimate exceeds the available budget, or TOWN may want to implement a different approach to complete the project.

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Section 4.0 PROPOSAL CONTENT / SUBMISSION INSTRUCTIONS

4.1 MINIMUM PROPOSAL CONTENT

Proposer Statement of Organization

- A. Provide Bidder information as follows:
- i. Legal contracting name including any fictitious name.
 - ii. State of organization or incorporation.
 - iii. Ownership structure of proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
 - iv. Federal Identification Number.
 - v. Contact information for proposer's Local office (if any).
 - vi. List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.
 - vii. Any additional organizational information that proposer wishes to supply to augment its organizational structure.
 - viii. Contact information for proposer's primary representative during this ITB process. Include name, phone number, e-mail, mailing address, city, state, zip.
 - ix. Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services in which proposer is a party, if applicable.
- B. Bidder Firm Overview:
- i. Provide a brief description of how your firm is organized, including specific expertise and services.
- C. Bidder Personnel and References:
- i. Identify the key staff members you intend to assign to the project. Provide the planned electricians, apprentices and helpers to be actively involved in the field work, and their roles. Briefly describe their trade experience, governmental training and experience, and education certifications.
 - ii. Submit at least three (3) client references for whom Contractor has provided services similar to those specified in this ITB in the past five (5) years. Each client reference should include the following:
 - Organization name
 - Contact name(s)
 - Contact email address
 - Address
 - Telephone and fax numbers
 - Dates of service (start/end)
 - Scope of work (brief description)

4.2 PROPOSAL SUBMISSION INSTRUCTIONS

- A. Proposer shall submit the following documents by the deadline set forth herein:
- Proposer Statement of Organization
 - Quotes proposal as discussed in Section 5.0
 - Proposal Signature Page
 - Questionnaire
 - Acknowledgement
 - Vendor/Bidder Disclosure
 - Public Entity Crimes
 - Conflict of Interest Disclosure
 - Non-Collusion Statement
 - Confirmation of Drug-Free Workplace
 - Certificate of Compliance With the Florida Trench Safety Act
 - Acknowledgement of Addenda
- B. Selected Bidder shall return the following items:
- Business License
 - Insurance Certificate
 - Completed Form W-9
 - Signed Contract
- C. Submit one (1) original bid proposal (marked "original") and four (4) copies for a total of five (5), and one electronic copy (CD or USB drive) in a sealed envelope, along with documents listed in Section 4.2.A.

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- D. Seal and mark the proposal package "Town of Pembroke Park Miscellaneous Electrical Services (Term Contract)". The package exterior must bear the name of the Contractor's firm, address, the due date and time of the Bid.
- E. Submit the sealed proposal package to Town of Pembroke Park, Attn: Deputy Town Clerk, 3150 SW 52nd Avenue, Pembroke Park, Florida 33023 no later than Thursday, April 25, 2019 at 3:00 PM. Late proposals shall not be accepted.

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Town of Pembroke Park
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BID FORM

(Continued)

Authorized Signatory: _____

(Signature)

Executed by: _____

(Type or Print Name)

Title: _____

For (Company): _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

The Bidder agrees to accept the Town of Pembroke Park's Visa procurement card for payment. Circle one: YES OR **NO**

If not bidding, please fill NO BID form below.

NO BID My company does not intend to bid for this job.		
Company Name: _____		
Authorized Signature: _____		Date: _____
Reason(s) for NO BID . Check all that apply:		
	Check	Comments or explanations:
Insufficient Time to Respond		
Do Not Offer Product or Service		
Unable to Meet Specifications		
Schedule Would Not Permit		
Other Reason(s). Please Specify Below		

END OF SECTION

Section 6.0 TOWN OF PEMBROKE PARK REQUIRED FORMS

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PROPOSAL SIGNATURE PAGE

HOW TO SUBMIT PROPOSALS: Proposals must be submitted by hard copy. It is the sole responsibility of the Proposer to ensure that the proposal reaches the Town of Pembroke Park, Town Hall, Town Clerk's Office, 3150 SW 52nd Avenue, Pembroke Park, FL 33023, on or prior to the proposal due date and time listed. Proposals submitted by fax or email will not be accepted.

The below signed individual hereby agrees to furnish services subject to all instructions, terms, conditions, specifications, and addenda contained in the Invitation to Bid (ITB). I have read the ITB and all attachments including the specifications and fully understand what is required. By submitting this signed Proposal I understand any resulting Town contract will be subject to ITB instructions, terms, conditions, specifications, and addenda.

Submitted by: Imperial Electrical Inc
Signature: [Signature] Date: 4-25-19
Name (Printed): Michael Terango Title: Pres
Company: (Legal Registration) Imperial Electrical Inc

FOREIGN CORPORATIONS MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 11821 NW 11 St
Town: Plantation State: FL Zip: 33323
Telephone No. 954-375-2133 FAX No. _____ Email: M.Terango@ioc.com

Does your firm qualify for MBE or WBE status (General Conditions Section 1.5)? MBE _____ WBE _____



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QUESTIONNAIRE

Submitted by (Company Name): Imperial Electrical Inc

☒ Corporation

☐ Partnership

☐ Individual

☐ Joint Venture

Other

Describe:

Florida Electrical Contractor License Number: EC13007820 Expiration Date: 8-21-20

Office Location: 951 NW 51 Place Ft Lauderdale FL 33309

Number of people in your organization: 12

Length of time the Contractor has been doing business under this name in Florida: 15 years

Length of time your firm has provided electrical services to governmental clients: 15 years

Under what other name(s) has your firm operated: N/A

Has or is your firm currently involved in any formal court proceedings regarding any of your electrical contracts? NO

YES (attach a detailed explanation)

☒ NO



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PROPOSAL ACKNOWLEDGMENT

The undersigned, having carefully read and considered the Invitation to Bid for the Town of Pembroke Park Miscellaneous Electrical Services (Term Contract), does hereby offer to perform such services for the Town of Pembroke Park, in the manner described and subject to the terms and conditions set forth in the attached ITB.

The undersigned gives permission for Pembroke Park to contact business references provided in this bid proposal, and any others for whom the undersigned has performed work.

The undersigned further states that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, anti-competitive agreement, or other type of anti-competitive activities between themselves and any other interested party, in restraint of free competition.

Proposer Business Name: Imperial Electrical Inc

Authorized Representative Signature: [Signature]

Authorized Representative Name (Print): Michael Terango

Authorized Representative Title (Print): Pres

Address: 11821 NW 11 St Plantation FL 33323

Date: 4-25-19 Phone: 954-325-7133 Fax: _____

Email Address: MTerango@tel.com



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VENDOR/BIDDER DISCLOSURE

I, Michael Teranga being first duly sworn state that:

The full legal name and business address of the person(s) or entity contracting with the Town of Pembroke Park

("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: Imperial Electrical

Address: 11821 NW 11 St
Plantation, FL 33323

FEIN 01-0635998

State and date of incorporation FL

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership
<u>Michael Teranga</u>	<u>11821 NW 11 St</u>	<u>50</u>
<u>Tracy Teranga</u>	<u>11821 NW 11 St</u>	<u>50</u>

The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest Town of Pembroke Park in the contract or business transaction with TOWN are as follows (Post Office addresses are not acceptable):

Full Legal Name	Address	% Ownership

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)

STATE OF FLORIDA

COUNTY OF Broward }

By: [Signature]

Date: 4-28-19

Signature of Affiant

Michael Teruya

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 25 day of

April

2019

by Michael Teruya

he/she is personally known

to me or has presented _____ as identification.

[Signature]

Notary Public, State of Florida at Large

Print or Stamp of Notary:



Town of Pembroke Park
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PUBLIC ENTITY CRIMES

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Michael Terango
Acknowledged By:

Imperial Electrical Inc
Firm Name:

Michael Terango Pres
Printed Name: Title:

[Signature] 4-25-19
Signature: Date:

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)



CONFLICT OF INTEREST DISCLOSURE

The award of the agreement is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Bid, the name of any officer, director, or agent who is also an employee or relative of an employee of the Town of Pembroke Park ("TOWN").

Furthermore, all Proposers must disclose the name of any TOWN employee or relative(s) of a TOWN employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give TOWN the information needed to identify potential conflicts of interest for key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any TOWN duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation, if necessary:

☒ To the best of our knowledge, the undersigned Contractor has no potential conflict of interest as defined in Chapter 112, Florida Statutes.

☐ The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this ITB.

Michael Terango
Acknowledged By:

Imperial Electrical Inc
Firm Name:

Michael Terango Pres
Printed Name: Title:

[Signature] 4-25-19
Signature: Date:

**Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)**



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Pembroke Park ("TOWN") officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any TOWN officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with TOWN Policy and Standards Manual, 6.10.8.3.3.3 and 6.10.8.3.3.4:

1. TOWN employees may not contract with TOWN through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
2. Immediate family members (spouse, parents and children) are also prohibited from contracting with TOWN subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of TOWN Procurement Code.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, TOWN shall interpret this to mean that the vendor has indicated that no such relationships exist.

Company/Firm: Imperial Electrical Inc
Authorized Signature: [Signature]
Print Name: Michael Terango
Title: Pres
Date: 4-25-19

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)



CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S Signature

Date

4-25-19



Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)

CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

BIDDER acknowledges that s/he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). BIDDER further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The BIDDER further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: Imperial Electrical Inc
BIDDER
[Signature]
Authorized Signature

4-25-19
Date

Town of Pembroke Park
ITB 19-01 Miscellaneous Electrical Services (Term Contract)



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in its proposal:

Addendum No. <u>1</u>	Date Issued _____
Addendum No. <u>2</u>	Date Issued _____
Addendum No. <u>3</u>	Date Issued _____
Addendum No. <u>4</u>	Date Issued _____
Addendum No. <u>5</u>	Date Issued _____
Addendum No. <u>6</u>	Date Issued _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

Imperial Electric Inc

FIRM NAME

[Signature]

AUTHORIZED SIGNATURE

4-25-19

DATE:

[Signature]

TITLE OF OFFICER



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TERANGO, MICHAEL ANDREW

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51ST PLACE
FORT LAUDERDALE FL 33309

LICENSE NUMBER: EC13007820

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2018-2019

100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195



Business ID: 1101652 Business Name: TERANGO, MICHAEL ANDREW
Business Address: 951 NW 51 PL
Tax Category: ELECTRICAL CONTRACTOR Tax#: 735645 Fee:

TERANGO, MICHAEL ANDREW
IMPERIAL ELECTRICAL INC
11821 NW 11 ST
PLANTATION, FL 33323

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 1101652
Tax Number: 735645
Business Name: TERANGO, MICHAEL ANDREW
Business Address: 951 NW 51 PL
Business Contact: TERANGO, MICHAEL

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
- A Transfer fee of 10% of the annual business tax fee applies. The fee shall not be less than \$3.00, nor greater than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
Phone (954)828-5195 | Fax (954)828-5881
www.fortlauderdale.gov

Rev. 6/6/2018



**CITY OF FORT LAUDERDALE | BUSINESS TAX DIVISION
BUSINESS TAX YEAR 2018-2019**



100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
(954) 828-5195

Business ID: 193425 Business Name: FAZZINI, JAMES CHRISTOPHER
Business Address: 966 NW 51 PL
Tax Category: ELECTRICAL CONTRACTOR Tax#: 193425 Fee:

FAZZINI, JAMES CHRISTOPHER
IMPERIAL ELECTRICAL INC
966 NW 51 PL
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

Business ID: 193425
Tax Number: 193425
Business Name: 193425
Business Address: FAZZINI, JAMES CHRISTOPHER
Business Contact: 966 NW 51 PL
ROSS J TERANGO

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within the city limits is subject to zoning approval. Complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- If you have sold your business, please provide us with a copy of the Bill of Sale.
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Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

BUSINESS TAX DIVISION
100 N. Andrews Avenue, 1st Floor, Fort Lauderdale, Florida 33301
Phone (954)828-5195 | Fax (954)828-5881
www.fortlauderdale.gov

Rev. 6/6/2018



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FAZZINI, JAMES CHRISTOPHER

IMPERIAL ELECTRICAL INCORPORATED
951 NW 51 PLACE
FT LAUDERDALE FL 33309

LICENSE NUMBER: EC0002030

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

Receipt #: 181-3437
Business Type: ELECTRICAL/ALARMS/CONTRACTOR
(ELECTRICAL CONTRACTOR)

Business Opened:10/24/2008
State/County/Cert/Reg:EC0002030
Exemption Code:

		For Vending Business Only				
		Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #1CP-17-00018810
Paid 08/06/2018 27.00
07/31/2018 Effective Date

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

COMPANY RESUME

To: Town of Pembroke Park

4/22/2019

Imperial Electrical specializes in Government, State and Municipal projects ranging from \$100 to \$2,000,000. We maintain a small to medium size company to allow us to provide a more hands on approach when working with government agencies. From start to finish of any project you work directly with management who will be involved from pricing to final payment. We believe and have had great success with this approach as our track record shows.

Presently we hold maintenance contracts with the City of Sunrise, City of Hollywood, Cooper City, City of Port St Lucie, and D.O.T. Turnpike Toll Plaza's and Service Plaza's which are one year up to 3 year contracts. We are on our seventh year with the City of Sunrise and ninth year with DOT Turnpike Maintenance and Emergency Service from Ft Pierce to Homestead. Broward County has selected our company as one of seven approved electrical contractors for small project vendor list. We have been doing business with Broward County for over 10 years on projects from \$1000 to \$1,000,000 and have established a quality reputation with this agency.

We have a division within the company that primarily does sports lighting maintenance and installation for the past 15 years. Our equipment is all owned and operated by Imperial Electrical to provide the quality and timely installation and service of sports lighting to our customers.

We also offer design build services from engineering to design and development. Many of our projects have been redesigned and value engineered by our company to provide cost savings and bring projects to within budget.

Please find the attached list of some completed projects for Government agencies that we have completed recently.

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

CURRENT CITY AND COUNTY CONTRACTS

CITY OF SUNRISE

Electrical Maintenance Term Contract
Contract #(06) C-33-C
Steve Kane 954-747-4633

CITY OF HOLLYWOOD

Electrical Maintenance Term Contract
PO # B001665
John Sullivan 954-465-8446

Town of Davie

Electrical Service Agreement
2011 thru 2014
B-11-57

City of Miami Gardens

Electrician Services
2012 thru 2018

City of Light House Point

Electrician Services
2017 thru 2020

DOT TURNPIKE

Electrical Maintenance Term Contract
MA10136
Frank Natal 786-510-8631

City Of Fort Lauderdale

Electrical Maintenance Term Contract
BDG17
Dave Havel 954-232-3576

BROWARD COUNTY

Electrical Pre Qualified Vendor
T-5-04-095-B2-1

Cooper City

Security & Sport Lighting Systems, Preventative Maint.
Bid #2009-5
Jerry 954-675-8626

Broward College

Electrical Maint. & Svcs Contract
Mike Coval 954-444-0632

City Delray Beach

Ballfield & Gymnasium Lighting Maintenance
Bid #2010-22
Tom 561-301-0401

City of Boca Raton

Electrical Maintenance
2010 thru 2018
Wayne Anderson
561-927-7742

Coral Springs

Electrical Maintenance
2010 thru 2018
Charlie 561-767-2791

City of Parkland

Electrical Maintenance
2011 thru 2014
Steve Rodgers
954-410-3305

City of Miramar

Electrical Maintenance
2012 thru 2017
Tony Marinelli
954-548-0125

City of North Miami Beach

2014 thru 2016
Esmond Scott
305-919-3746

City of Deerfield Beach

2012 thru 2016
Frank Cristiano
954-691-7260

Palm Beach Gardens

2017 thru 2020

Lauderdale by the Sea

2016 thru 2020
Don Prince
954-954-275-0908

IMPERIAL ELECTRICAL, INC.

11821 NW 11TH STREET~ PLANTATION, FL 33323

PHONE (954) 938-0520~FAX (954) 938-0530

=====

To Our Employees:

In order to insure a safer workplace for all of our employees, our customers and the general public, we are proud to announce the implementation of **Drug Free Workplace Program** effective October 1, 2003, in compliance with Florida Law.

The program has many benefits. For those employees who feel that they may presently have a problem related to drug or alcohol usage, you may speak confidentially with our **Employee Assistance Counselor, Jim Fazzini**, or our **Safety Director, Mike Terengo**, who will provide you with a list of available programs. You will not be penalized in any way at all by seeking help before there is an accident or problem at work.

Please read the attached **Drug Free Workplace Policy Manual** very carefully. Once the program is implemented, drug and alcohol usage or intoxication on the job will not be tolerated. In some cases, this will include certain prescription drugs.

Drug testing will be limited to new employees, those who are injured on the job, and those whose performance appears to be impaired by drugs or alcohol. There will not be any blanket testing of existing employees.

Please feel free to see either your Supervisor, Manager, Safety Director or our Employee Assistance Counselor if you have any questions.

Sincerely,

Mike Terengo, Owner
Imperial Electrical, Inc.

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

Equipment List

1998 Sterling 22 Ton Boom Truck 132'
2006 International 85' Bucket Truck
2001 Ford 42' Bucket Truck
1997 International Auger Truck 25' depth
1989 International Auger Truck 15' Depth
1995 International 95' Bucket Truck
2005 International 55' Bucket Truck
2001 International 28' flat bed
2004 GMC Cube Van
2004 Ford Cube Van
1992 Case Backhoe
1996 Mini Excavator
4 Service Vans
2 Pickup Trucks
2 Portable 1 Man Lifts
1 25kw portable diesel generator
Arrow Boards

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

Completed Contracts

Department of State

New emergency generator and main switchgear
\$390,000
12/5/2002
Chuck O'Meara
US State Department
954-630-1159

North Perry Airport

Runway 4L lighting
\$190,000
2000
Broward County

City of Aventura

Yacht Club drive street lighting
\$394,000
10/5/2002
City of Aventura
Tony Tomei
305-466-8900

Port Everglades Broward County

Crane 7 high voltage new feed
\$290,000
2/15/2002
Broward County
David Olmstead
954-325-7925

Boyd Anderson High School

New Chiller switchgear and motor controls
\$65,000
6/6/2005
Eaton Corp.
Bob Miller
954-571-8282

Broward County Housing

Replace panels
\$109,000
2002
Barbara Segal
Broward County Housing
954-739-1114

Broward County

Brian Piccolo Skate Park lighting
\$230,000
12/2/2003
Broward County
Shoban Smart
954-577-4624

US Coast Guard

Opa Locka Airport fuel farm
\$140,000
6/10/2004
US Coast Guard
David Robinson
305-278-6726

Palm Beach Community College

Library relighting
\$214,000
2001
Palm Beach Community College

Broward Community College

3 year term electrical contractor
\$250,000 per year

Broward Community College
Mike Coval
954-444-0632

City of Sunrise

Water treatment plant VFD replacement
\$33,000
8/10/2004
Eaton Corp.
Bob Miller
954-571-8282

US Federal Courthouse

Remodel 1st and 3rd floor courtrooms
\$360,000

GSA Services
Joe Sabina
954-356-7612

DOT Turnpike

LED retrofit of traffic signals
\$101,000
3/6/2006
DOT Turnpike
Ron Williams
954-868-7928

Port Everglades Broward County

Admin Bldg 1 Megawatt generator & switchgear
\$670,000
2001
Broward County
David Olmstead
954-325-7925

City of North Lauderdale

81st Ave Street Lighting
\$275,000
10/5/2006
Joe Santi
City of North Lauderdale
954-410-6823

Port Everglades Broward County

Terminal 2 Fire Alarm and Bridge Power
\$ 95,000.00
9/30/2008
Broward County
David Olmstead
954-325-7925

Patrick Air Force Base

Replacement of exterior lighting
\$550,000
2000

Hollywood Housing Authority

New emergency generator
\$66,000
2002

General Service Administration

Social Security office Ft Pierce
\$36,000
2003
GSA Services
Joe Sabina
954-356-7612

St Lucie County Fairgrounds

New Generator Installation
\$100,000
2004
St Lucie County

Broward Communtiy College

Relocatable Fire Alarm and Electric
\$84,000
10/31/2008
Gerrits Construction
561-477-3553
P.O. Box 810813
Boca Raton, FL 33481

Broward County

Replace Lighting at Markham Park Range
\$ 159,000.00
11/15/2008
Broward County
Shoban Smart
954-577-4624

City of Sunrise

3 Year Term Maintenance Contract
\$250 to \$20,000
5th year
City of Sunrise
Steve Kane
954-240-2725

DOT Turnpike

3 Year Term Maintenance Contract
\$250 to \$20,000
10 years ongoing
DOT Turnpike
Ron Williams
954-868-7928

Port Everglades Broward County

Fire Alarm Upgrades
\$ 212,000.00
2/6/2007
Broward County
David Olmstead
954-325-7925

Broward County Parks

Hurricane Wilma Repairs
\$ 65,000.00
5/10/2007
Broward County
Ingrid Triplett
954-577-4640

Wellington Equestrian Club

Sports Lighting for Arena
\$280,000.00
12/31/2007
Qualite Sports Lighting
John
954-254-9319

State of Florida

Generator Installation
\$ 191,056.00
7/1/2009
Derrick
954-290-3871

US Coast Guard

Transfer Switch Installation
\$ 55,820.00
7/13/2009
USCG
David Robinson
305-278-6726

City of Hollywood

3 Year Term Maintenance Contract
\$250 to \$20,000
4th year
City of Hollywood
Larry
954-234-8831

Miami Dade Water & Sewer

Replace Switchgear Pump Station 421
\$ 69,000.00
2007
MDWS
Angel Carbello
305-273-4812

Broward County Aviation

Roadway Lighting Replacement
\$ 101,080.00
7/30/2007
Broward County Aviation
Roberto Quiroz
954-359-6100

Broward County

Markham Park Skeet & Trap Range Lighting
\$ 166,000.00
5/5/2007
Shoban Smart
954-577-4624

City of Weston

Generator Installation at Community Center
\$ 117,600.00
4/13/2009
Calvin, Giordano & Assoc.

Broward County

Generator Installation at BARC
\$ 82,175.00
11/21/2008
Norman Brown
954-357-6476

Miami Dade Water & Sewer

Pump Station 348 Switch gear
& VFD Replacement
2/25/2010
Rick Abin
305-582-1996

City of Pembroke Pines

Installation of Musco Sports Lighting

5/1/2010

Chuck Vones

954-443-4829

City of Fort Lauderdale

Fire station 29 electrical modifications

11/20/2009

Mark Friedman

954-828-5074

City of Miami Gardens

Installation of Musco Sports Lighting

\$ 38,000.00

8/18/2010

Anthony Smith

305-409-7350

City of Delray Beach

Pompey Park Sports Lighting

\$ 312,510.00

7/31/2010

Robert Diaz

[561\) 243-7343](tel:5612437343)**Broward County**

Generator Installation at Public Safety Bldg

\$ 73,404.00

9/30/2010

Dave Olmstead

954-325-7925

City of Pompano Beach

Air Park Generator

\$ 135,410.00

2/10/2011

David McGirr

954-551-5098

City of Lighthouse Point

Installation of Musco Sports Lighting

\$ 250,000.00

11/10/2011

John Trudou

954-868-5271

City of Key West

Installation of Musco Sports Lighting

\$ 732,673.00

12/10/2011

Rod Delostrinos

305-809-3751

City of Miramar

Installation of Musco Lighting

\$ 150,000.00

9/30/2012

Tony Rabbat

954-602-3302

Wellington Equestrian

Installation of Musco Lighting

\$ 114,000.00

2/15/2012

George (Intreped Electric)

Carter Park

Relocate Sports Light Poles

\$48,000

3/1/2013

Carter Henningsen

561-445-4118

City of Parkland

Installation of Musco Lighting

\$ 55,000.00

8/30/2013

Jason Frucht

954-732-5674

Broward County

Replace Existing Electric Service

\$ 15,000.00

6/15/2013

[David F. Gardner, PM](tel:9545774635)[954-577-4635](tel:9545774635)**Palm Beach Atlantic University**

Sports Complex

\$ 2,300,000.00

12/5/2014

City of Royal Palm Beach

Sports Lighting
\$250,000
9/30/2015
Chris Marsh
561-790-5161

Broward County Aviation

Replace parking garage lighting
\$25,000
2/15/2016
Al Nunez
954-465-7634

City of Parkland

Pine Trails Park Musco Sports Lighting
6/20/2015
\$ 260,000.00
Jason Frucht
954-732-5674

Fairway Park Site Lighting

Install of new pathway lighting
12/5/2015
\$225,000

City of Boca Raton

New Musco Tennis and Basketball Lighting
7/8/2014
\$ 100,000.00
Jason Frucht
954-732-5674

City Plantation

Country Club Dr Pathway Lighting
\$ 75,000.00
2015
Bret Butler
954-797-2282

City of Hollywood

Harrison Street Lighting Rewire
4/30/2016
\$ 98,000.00
Terrence Cominskey
954-921-3900

City of Hollywood

Surf Rd Security Camera Poles
8/30/2016
\$ 65,000.00
Terrence Cominskey
954-921-3900

City of Coral Springs

Mullins Park Musco Led Retro
1/30/2018
\$ 550,000.00
Charlie G
954-444-7154

City of Ft Lauderdale

Warfield Park Musco Lighting
2/28/2018
\$ 67,000.00
Jason F
954-732-5674

City of Ft Lauderdale

Huiezenga Park Musco Lighting
11/20/2017
\$ 55,000.00
Jason F
954-732-5674

City of Delray Beach

Merritt Park Sports Lighting
10/10/2017
\$ 44,000.00
Jason F
954-732-5674

City of Coral Springs

Forest Hills Blvd Street Lighting
9/20/2018
\$ 743,000.00
Glen Gordon

City of Doral

Doral Legacy Park
8/10/2017
\$ 990,000.00

Completed Musco Sports Lighting Projects

Broward County

Replace Lighting at Markham Park Range
\$ 159,000.00
11/15/2008
Broward County
Shoban Smart
954-577-4624

Broward County

Markham Park Skeet & Trap Range Lighting
\$ 166,000.00
5/5/2007
Shoban Smart
954-577-4624

City of Pembroke Pines

Installation of Musco Sports Lighting
5/1/2010
Chuck Vones
954-443-4829

City of Delray Beach

Pompey Park Sports Lighting
\$ 312,510.00
7/31/2010
Robert Diaz
561) 243-7343

City of Lighthouse Point

Installation of Musco Sports Lighting
\$ 250,000.00
11/10/2011
John Trudou
954-868-5271

City of Key West

Installation of Musco Sports Lighting
\$ 732,673.00
12/10/2011
Rod Delostrinos
305-809-3751

Wellington Equestrian

Installation of Musco Lighting
\$ 114,000.00
2/15/2012
George (Intreped Electric)

City of Miramar

Installation of Musco Lighting
\$ 150,000.00
9/30/2012
Tony Rabbat
954-602-3302

Carter Park

Relocate Sports Light Poles
\$48,000
3/1/2013
Carter Henningsen
561-445-4118

City of Parkland

Installation of Musco Lighting
\$ 55,000.00
8/30/2013
Jason Frucht
954-732-5674

Palm Beach Atlantic University

Sports Complex
\$ 2,300,000.00
12/5/2014

City of Royal Palm Beach

Sports Lighting
\$250,000
9/30/2015
Chris Marsh

561-790-5161

City of Parkland

Pine Trails Park Musco Sports Lighting
6/20/2015
\$ 260,000.00
Jason Frucht
954-732-5674

City of Boca Raton

New Musco Tennis and Basketball Lighting
7/8/2014
\$ 100,000.00
Jason Frucht
954-732-5674

City of Delray Beach

Hilltopper Stadium Relighting
12/1/2016
\$ 150,000.00
Jason Frucht
954-732-5674

Broward County

Brian Piccolo Skate Park Lighting
5/10/2001
\$ 210,000.00

City of Delray Beach

Merritt Park Musco Retro
6/22/2017
\$ 110,000.00
Jason Frucht
954-732-5674

City of Ft Lauderdale

Warfield Park Musco Lighting
2/28/2018
\$ 67,000.00
Jason F
954-732-5674

City of Coral Springs

Mullins Park Musco Led Retro
1/30/2018
\$ 550,000.00
Charlie G
954-444-7154

City of Ft Lauderdale

Huiezenga Park Musco Lighting
11/20/2017
\$ 55,000.00
Jason F
954-732-5674

City of Sunrise

50th Street Park Musco Lighting
3/15/2018
\$ 180,000.00
Jason F
954-732-5674

IMPERIAL ELECTRICAL INC.

11821 NW 11 Street ~ Plantation, Florida 33323 ~ Phone (954) 938-0520 ~ Fax (954) 938-0530

REFERENCE LIST

Broward County Port Everglades

John Folgelson
954-325-7887

City of Hollywood

Larry
954-234-8831
lunderwood@hollywoodfl.org

CITY OF SUNRISE

STEVE KANE
954-240-2725
skane@cityofsunrise.org

Broward County Parks

Ingrid Triplett
954-577-4640

Broward County Housing Authority

Barbra Segal
954-739-1114

Broward Community College

Mike Coval
954-444-0632
mcoval@broward.edu

Broward County Parks

Shoban Smart
954-577-4624
ssmart@broward.org
City of Pembroke Pines
Chuck Vones
954-443-4829
cvones@ppines.com

Musco Sports Lighting

Jason Frucht
954-732-5674
jason.frucht@musco.com

World Electric

William Olson
954-979-1960
bill.olson@worldelectricsupply.com

Eaton Corporation

Michael De Floria

US Coast Guard

David Robinson
305-278-6726
david.a.robinson@uscg.mil

US State Department

Chuck O'Meara
954-630-1159

DOT

Neil Villena
954-677-7895
nilo.villena@dot.state.fl.us

GSA Services

Ft Lauderdale Federal Court House
Joe Sabina
954-356-7612

DOT Turnpike

Ron Williams
954-934-1109
ronny.williams@dot.state.fl.us

City of Aventura

Tony Tomei
1-305-466-8900

Broward County Purchasing

Christine Calhoun
954-357-6085
ccalhoun@broward.org
City of FtLauderdale
Mark S. Friedman
954-828-5074
mfriedman@fortlauderdale.gov

City of Sunrise

Steve Kane
954-747-4633
cungerer@cityofsunrise.org

City Electric

Cheryl Leathers
954-938-0801
cleathers@ces-us.net

Broward County

Anne Birch

954-570-3680
michaeljdefloria@eaton.com

Synergy ID
Florida League of Cities
Michael Matheny
888-580-7080
mmatheny@synergyid.com

Town of Lauderdale By The Sea
Don
954-275-0908
donp@lauderdalebythesea-fl.gov

Coral Springs
Charlie
561-767-2791

City of Plantation
Brett W. Butler, PE, CFM
954) 797-2282

954-831-4109
abirch@broward.org

Broward County
William Kristen
wkristen@broward.org

Cooper City
Jerry
954-675-8626

City of Miramar
Tony
954-548-0125
tjmarinelli@ci.miramar.fl.us

Agreement Number: Z1670

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Pembroke Park, Town of
Sub-Recipient's unique entity identifier:	024477655
Federal Award Date:	10/21/2019
Subaward Period of Performance Start and End Date (Cat A-B):	8/28/2019 - 4/21/2020
Subaward Period of Performance Start and End Date (Cat C-G):	8/28/2019 - 4/21/2021
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	<u>Grant to Local Government for</u> <u>Debris removal, emergency</u> <u>Protective measures and repair or</u> <u>Replacement of disaster</u> <u>damaged facilities.</u> <u>Dept. of Homeland Security</u> <u>(DHS) Federal Emergency</u> <u>Management Agency (FEMA)</u>
Name of Federal awarding agency:	

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Catalog of Federal Domestic Assistance (CFDA) Number and Name:

97.036 Public Assistance

Whether the award is R&D:

N/A

Indirect cost rate for the Federal award:

See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

Pembroke Park, Town of _____ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

2555 Shumard Oak Blvd. Ste. 360
Tallahassee, FL 32399-2100
Telephone: _____
Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Telephone: _____
Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance

with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR#4468 - Hurricane Dorian.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.37, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment

“D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as, “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement): \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency

or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2) Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any

of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/procurement-disaster-assistance-team>

- b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its

employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and FEMA have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Dorian. This program provides funding for 50% of the eligible scope of work for project versions of one Expedited Category A project and one Expedited Category B project. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include one (1) Category A: Debris Removal project and one (1) Category B: Emergency Protective Measures project in this expedited program. The work claimed must have been performed within the following dates: August 28-September 11, 2019.

For Category A and Category B, work must have been performed within the first 15 days of the disaster. FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling \$131,100 or more. Activities not eligible for Expedited Projects are private property debris removal activities for Category A.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for an included project, during the time period of 45 days. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com. The SPAO will then notify the FEMA Program Delivery Manager (PDMG) who will be assigned to the eligible Sub-Recipient. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in Florida PA.

(21) ADVANCE PAYMENTS

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data upon which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(22) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(23) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision

granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(24) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.

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.

(25) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(26) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(27) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(28) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(29) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(30) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment

- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance
- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

Agreement Number: Z1670

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

Pembroke Park, Town of

By: _____

Name and title: Ashira Mohammed, Mayor

Date: _____

FEID# 59-0968454

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4468		Sub-Recipient: Pembroke Park, Town of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
									\$0.00		
		Total:							\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
 - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
 - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Small Projects Deliverables

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in the grants management system within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports— Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this quarterly report, the Division will:

- Withhold \$500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-

The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Sub-Recipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
 - o Once the Request for Final Inspection is received, such funds will be released and paid to the Sub-Recipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____ Signature <u>Ashira Mohammed, Mayor</u> Name and Title <u>3150 S.W. 52nd Avenue</u> Street Address <u>Pembroke Park, Florida 33023</u> City, State, Zip Date	Sub-Recipient's Name DEM Contract Number FEMA Project Number
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Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the grants management system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in the grants management system if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from the grants management system as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the grants management system. Users will be notified via email when they have been granted access. The user must log in to the grants management system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the grants management system. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in the grants management system.

DESIGNATION OF AUTHORITY (AGENTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
Sub-Grantee:	
Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name Todd Larson	Agent's Name Stephanie Woodbury
Signature	Signature
Organization / Official Position Town of Pembroke Park/Public Services Director	Organization / Official Position Town of Pembroke Park/Project Manager
Mailing Address 3150 S.W. 52nd Avenue	Mailing Address 3150 S.W. 52nd Avenue
City, State, Zip Pembroke Park, Florida 33023	City, State, Zip Pembroke Park, Florida 33023
Daytime Telephone 954-966-4600 ext. 212	Daytime Telephone 954-966-4600 ext. 238
E-mail Address tlarson@townofpembrokepark.com	E-mail Address swoodbury@townofpembrokepark.com
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name	Official's Name Harry Taubenfeld
Signature	Signature
Organization / Official Position	Organization / Official Position Town of Pembroke Park/Asst. Finance Director
Mailing Address	Mailing Address 3150 S.W. 52nd Avenue
City, State, Zip	City, State, Zip Pembroke Park, Florida 33023
Daytime Telephone	Daytime Telephone 954-966-4600 ext. 232
E-mail Address	E-mail Address htaubenfeld@townofpembrokepark.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.	
_____ Sub-Grantee Authorized Agent Signature	
_____ Date	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000 or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
 - a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Ashira Mohammed, Mayor
Printed Name and Title

Date



FEMA

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)¹ authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*² (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

² www.fema.gov/media-library/assets/documents/111781



FEMA

3. The total fixed-cost amount is established based on the aggregate of:
 - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
 - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
 - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
 - b. Be allowed to share funds across all of its Pilot Projects.
 - c. Not be required to track costs to specific work items.
 - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
 - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
 - f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
 - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
 - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is



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increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible



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Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PAgant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
 - a. The Applicant must notify FEMA prior to making SOW changes that involve:
 - i. Buildings or structures that are 45 years of age or older;
 - ii. Ground disturbing activities; or
 - iii. Work in or near waterways.
 - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
 - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
 - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
 - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.



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F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
 - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
 - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
 - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
 - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
 - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
 - a. FEMA may request the independent panel review for any cost estimate.
 - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
 - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.



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- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
 - a. Summary of actual work completed;
 - b. Mitigation measures achieved, if applicable;
 - c. Compliance with EHP requirements;
 - d. Compliance with the O&M insurance requirement;
 - e. Summary of total actual costs to complete the Pilot Projects;
 - f. Compliance with Federal procurement procedures; and
 - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved



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prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

9/20/19

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date



FEMA

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Recipient's web-based project management system to access and exchange project information with the State throughout the project's life. This includes processing payments, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the grants management system website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. Conduct insurance reconciliations;
- ii. Review an alternate scope of work;
- iii. Review an improved scope of work; and/or,
- iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in the grants management system under the following conditions:

- i. A quarterly report has not been updated between quarters;
- ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
- iii. Requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or,
- iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or

more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Dorian DR#4468, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. **TIME EXTENSIONS**

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Recipient may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW

and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadlines, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
 - Delay in obtaining permits
 - Permitting agencies involved and application dates
 - Environmental delays or limitations (e.g., short construction window, nesting seasons)
 - Dates of correspondence with various agencies
 - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
 - Specific details
- Other reason for delay
 - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees

to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) A Request for Reimbursement;
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and

subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment, no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

5. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

6. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

7. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

8. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any **institution** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking effect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Sub-recipient must register with My Florida Marketplace utilizing myfloridamarketplace.com website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

Private non-profits and state agencies may move to the signature block below to complete the certification and submittal process.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide):
 - a. Receive 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

AND

- b. \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No," provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. FEMA has created a guidance document/checklist pertaining to these required provisions. It is attached hereto as Attachment I.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

See 2 C.F.R. Part 200, Appendix II, C.

b. Key Definitions.

- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract 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, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (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, or national origin.
- (3) 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.
- (4) 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.

- (5) 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.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.
- c. Under 40 U.S.C. § 3702, 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.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, 6.d, and Appendix C, 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, 6.d and Appendix C, 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

- (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, 6.c and Appendix C, 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] 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 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 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 subrecipients 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags

a. All non-Federal entities must place in their contracts a provision that a contractor shall

not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Town of Pembroke Park
Sub-Recipient Agency

Date

Signature

Ashira Mohammed, Mayor
Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira A. Mohammed
Mayor

Howard P. Clark, Jr.
Vice Mayor

Geoffrey Jacobs
Clerk-Commissioner

Georgina Cohen
Commissioner

Reynold Dieuville
Commissioner

Christopher J. Ryan
Town Attorney

Memo

To: Ashira Mohammed, Mayor
Howard Clark, Jr., Vice - Mayor
Geoffrey Jacobs, Clerk-Commissioner
Georgina Cohen, Commissioner
Reynold Dieuville, Commissioner
Newall J. Daughtrey, Assistant Town Manager

From: Todd Larson, Public Services Director

Date: February 12, 2020

Re: December 23, 2019 Flood Event

During the early morning hours of December 23, 2019, there was a rainfall event of approximately eight (8) inches of rainfall that fell within about 2 hours. The rainfall volume was verified against a rainfall gradient for rainfall in Broward and Dade County for the night in question. During this event the Town experienced flooding in Several Areas of the Town. These areas are:

1. The Park Road Drainage area including the Bamboo Mobile Home Parks, Lakeshore Mobile Home Park and the business district along Park Lane.
2. Lake View Estates (formerly Trinity MHP)
3. Green Acres and Holiday Mobile Home Parks
4. SW 30th Avenue, South of Hallandale Beach Blvd.
5. SW 30th avenue North of Hallandale Beach Blvd.

Park Road Drainage Area:

The Park Road Drainage area encompasses the area from the railroad tracks to Park Road, from Hallandale Beach Blvd. to Carolina Street. All of the drainage in this area is interdependent. When there are heavy rains water overwhelms the drainage on the commercial properties on John P. Lyons Lane and water flows into the back of Lakeshore MHP, Bamboo Paradise MHP, and Bamboo Lakes MHP. Water also overwhelms the drainage for the Park Road and Park Lane commercial area. The water from Park

Lane overflows, like river across SW 25th Street into the Bamboo Mobile Home Park filling the lake and interrupting drainage in all of the mobile home park; Bamboo, Bamboo Lakes, Bamboo Paradise, and Lakeshore MHP.

During the event on December 23, 2019 the Town experienced about 8 inches of rainfall in about 2 hours. The water along John P. Lyons Lane overwhelmed the incomplete drainage along the roadway and poured into the mobile home parks. It could not flow out to the east because the I-95 system was not pumping. The reason for I-95 to not pump is flooding in Hollywood. When Hollywood floods the I-95 station shuts down to prevent more flooding along the C-10 canal. Because of the relative sizes of the commercial areas and the mobile home parks the extra water could be equivalent to another 6-8 inches of rainfall in Bamboo Lakes and Lakeshore MHP.

The System has a design drain down of approximately 1 inch of rainfall per hour for the Bamboo Paradise and Bamboo Lakes MHP. Additional water can flow overland from Bamboo Paradise and the higher ground of Bamboo Lakes around the lake. Therefore the water should have reached about 12 inches of depth in Bamboo Lakes rear section and 6 inches in Bamboo Paradise. From observation of the site this appears to be close to the final result. The small lakes within Bamboo and Bamboo Paradise seem to have worked correctly and did not overflow. The Bamboo lakes reached an elevation of just under 5 feet, while the Trinity Lake only reached an elevation of nearly 4 feet. Trinity Lakes water would have been higher had the private pumps at Green Acres MHP not failed. Green acres pumps into SW 25th Street. The lake interconnect was closed. Though this is listed in the original operating manual for the system as an option for running, I had directed staff to leave the valve open. This allows a small amount of additional flow to travel to the other lake, as long as the lake remains lower. Since the big lake has a larger pump capacity, it is often lower in level. When the system is built out and additional flow flows to the large lake, this may not be the case. Based on the size of the pipes and the high rate of rainfall per hour there would probably only been a difference in water elevation of approximately 1-2 inches at most. The area would still have flooded. If the pumps in the back part of Bamboo Lakes had been running it could have made an additional difference of 1-2 inches at most. If John P. Lyons Lane drainage were completed and a barrier built to prevent overflow to the mobile homes it could have made a much larger difference of 4-8 inches depending on how successfully water can be prevented from entering the parks. The John P. Lyons Lane drainage project has been in the state budget twice and vetoed by the Governor. We are currently seeking funding with the HMGP program and are nearly complete with the required approvals.

The 25th Street drainage improvements are also critical to these drainage problems. The current drainage system, on 25th street, is only capable of draining about one inch per hour from the Park Lane area. The rest of the capacity is taken by the flow from the Green Acres MHP pump station. It takes nearly all of the capacity of the pump to Meekins lake. Once the water overwhelmed the drainage system on Park Lane and 25th Street water rose and over crested 25th street and ran down the roadway between Bamboo MHP and Bamboo Paradise MHP taking up a large portion of the capacity of the southernmost lake and filling the Bamboo Lake System. This will be corrected when the 25th Street drainage system is completed increasing the gravity system from a 24 inch pipe to a 54 inch pipe and

adding another pump station to Lake Trinity. This project is also waiting for final funding from the HMGP program.

An investigation into why the valve between the 24th Street system and Trinity Lake was closed has been conducted. The two crew members that operate the system stated that the valve was closed for maintenance of the barscreen at 24th street in August and that their supervisor, Nick Tisi had told them not to reopen the valve. Mr. Tisi told us that he had not told them to open or close the valve. Mr. Tisi has resigned his position with the Town. Another item that came up during the questioning is that an elected official had ordered staff on several occasions that the diesel pump not be run at night and had in the past called out staff to turn the pump off and only run it in the daytime. The Diesel Pump experienced mechanical failure during the event. The controller was out for repair a loaner was in use. The loaner controller would not control the pumps in automatic. In addition, when the system was run it later failed due to a faulty oil pressure sending unit. The repaired control unit was returned and the other repairs made on December 24, 2019, and the pump is performing properly.

In response to the flooding in the Park Road area I am proposing the following Short term (immediate) steps to help prevent flooding.

1. Locks on all the gate valves into the lakes.
2. Sandbags placed along John P. Lyons to reduce water flow into the residential neighborhoods.
3. Raise the asphalt barrier on 25th street to try and reduce overflow into the residential neighborhood.
4. Check into a backup for the diesel pump. And obtain a service agreement with the manufacturer for maintenance.
5. Prevent any increase in storm water flow from Green Acres (upsizing of pumps) until the flow can be redirected to the C-9 or at least pumped directly to Lake Trinity.
6. Work on Quieting the Diesel pump through soundproofing or other method.

The longer term goals for preventing the flooding in the Park Road area include:

1. Completing the Drainage on John P. Lyons with the addition of a flood barrier to protect the residential neighborhoods.
2. Drainage improvements to SW 25th Street to include the upsizing of the gravity storm water system to Lake Trinity and the addition of a storm water pump station.
3. Looking for a way to redirect the storm water from Green Acres MHP, currently being pumped to SW 25th Street, to the C-9 system or at least to Lake Trinity. This would free up capacity and improve flood protection on this side of town.

Lakeview Estates (formerly Trinity):

The Lakeview Estates MHP, formerly Trinity MHP, experienced some minor flooding in the streets and ground level screen rooms. Lakeview Estates flows by gravity into Lake Trinity. Water flows through a private system of drainage and sheet flows across land adjacent to the lake. The rate of rainfall was too heavy for the system and backed up into the streets and low lying areas. Water in the area was between 2 and 4 inches by reports that we received.

Green Acres MHP and Holiday MHP:

Holiday MHP has a small pond on the South end of the property. Much of the water on the rear side of the park flows into the pond. The capacity of the pond is very limited. Areas around the pond flow into the pond until capacity is reached then the majority of the water flows downhill to the east and into Green Acres MHP. Green Acres MHP is a lower lying mobile home park and has a lake on the east side of the property to collect storm water. Storm water is then pumped, using a private pumping system to the Town of Pembroke Park system on SW 25th street. The water is then pumped by a Town station to Meekins Lake or flows by gravity into Lake Trinity.

There was considerable flooding of the low lying areas in both Green Acres MHP and Holiday MHP. The pump in the lake at Green Acres failed to operate. The pumps were repaired the next day and the water was pumped out to the Town.

Several improvements should be made to this drainage system including:

1. Green Acres capacity should not be allowed to be increased until capacity can be found to accept the drainage.
2. The Town should research the possibility of obtaining drainage to the south. Green Acres MHP and Holiday MHP are designated in the C-9 (southern) drainage area.

Southwest 30th Avenue South of Hallandale Beach Blvd.

The drainage area of SW 30th Avenue, south of Hallandale Beach Blvd. is complicated due to the interactions with the I-95 and CSX Railroad drainage systems. The Town built a drainage system to try and prevent flooding along the corridor. Just as the project was being completed I-95 started a widening project to deal with roadway congestion. Those roadway improvements prevented the Town's system from draining and in flash flooding events like the one on December 23, 2019 dumped water onto 30th Avenue adding to the existing drainage problem. The Town worked with the Department of Transportation and the railroad to increase the drainage to the south. The improvements were completed in the district 4 drainage basin (Broward County), but flow appears to be limited to the south

DOT District 6 (Dade County). The Town needs to go back to the DOT to see what can be done to reduce the bottleneck in Dade County.

During the Storm water could not travel to the South fast enough. As soon as the drainage catchment areas were full water backed up and flooded some of the businesses. The flooding was not as bad as previously experienced according to some business owners.

The following improvements are recommended for this drainage area:

1. Work with the DOT to improve drainage to the south. Probable improvements including increasing the drainage under Ives Dairy Rd and increasing the capacity between the County line and Ives Dairy Rd.
2. Request additional drainage to handle the water coming from Holiday MHP, Green Acres MHP, and Lone Pine MHP.

Southwest 30th Avenue North of Hallandale Beach Blvd. and South of Pembroke Road

The area of SW 30th Avenue between Hallandale Beach Blvd. and Pembroke Road experienced flooding unlike any experienced since the I-95 station was built in 2003. Water levels reached 6 feet above Sea Level flooding the lower elevation buildings along the corridor. The pumps at the I-95 pump station shut down due to rising levels in the C-10 Canal. When the C-10 Canal reaches flood stage the pumps automatically shut down to prevent worsening the flooding in Hollywood. Water flowed through some of the buildings and into the railroad corridor. This corridor may have even overflowed to the properties along John P. Lyons Lane.

The following improvements are recommended for this drainage area:

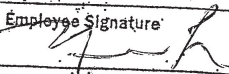
1. Work with the Florida Department of Transportation to improve the drainage along the railroad corridor. The drainage has not been dug out in over 20 years.
2. Work with the Florida Department of Transportation and local businesses to deal with drainage issues behind Nagle Antiques to allow drainage from behind the buildings to the North, to reach the Town drainage at the roadway. This would reduce the chance of flooding during lower rainfall events.

This report addresses only flood projects related to the December 23, 2019 event. Other systems and projects are covered in the Master Drainage Plan. These other projects also need to be addressed along with the fact that our drainage plan is nearing 20 years old and should be updated. To address changes that have occurred in the Town.

Town of Pembroke Park
Week ending 12/29/2029

Nick Tisi

Holiday	Sick	Vacation	Regular	Over-Time	Comp. Time	Total Hours Worked
12		28				40

TOWN OF PEMBROKE PARK PERSONNEL LEAVE REQUEST				Form Revised: 04/21/10	
Employee's Name (Last) <u>Tisi, Nick</u>		(First)		Please Check Employment Status: ☐ Exempt ☒ Non-Exempt ☐ Part-Time	
Dates Requested: (Start Date) <u>12-23-2019</u> (Last Day Of Leave) <u>12-27-2019</u>		Paid Hours: <u>28</u>		Unpaid Hours:	
Charge Absence To: (Check One)		Contact Telephone Number: (Where you can be reached while out)		Date Prepared: <u>12/31/19</u>	
☒ Annual Leave ☐ Sick Leave ☐ Personal Day ☐ Compensatory Time ☐ Administrative Leave ☐ Military Leave ☐ Jury Duty ☐ Educational Leave ☐ Emergency Funeral Leave ☐ Leave Without Pay ☐ Sick Without Pay ☐ Other (Explain)		Reason For Absence		Advance Vacation Pay: Yes ☐ No ☒	
		Employee Signature 		Department Head Approval 	
		Town Manager Approval		For Payroll Use	



TOWN OF PEMBROKE PARK

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

Memo

To: Newall J. Daughtrey, Assistant Town Manager
From: Todd Larson, Public Services Director
Date: February 20, 2020
Re: Harassment

This memo is to formally complain that I feel that I am being framed over the rainfall event of December 23, 2020. I assisted Ms. Menegazzo with the review of the events and tried to give her a good general knowledge of how the drainage system works and who is responsible for what. The event was an act of God, and no matter which way the valve was, open or closed it would have flooded in the back of the Bamboo Lakes MHP. Eight inches of rainfall in a couple of hours does not soak in, but instead sheet flows to the lowest land. In this case it was the back of Bamboo Lakes Mobile Home Park, there are pumps, owned by the park that are designed to pump the water into the lake owned by the park. At the January Commission Meeting Commissioner Cohen acknowledged that the pumps were not being maintained by the park and were not operational.

I was given a review of the Ms. Menegazzo's report along with the Assistant Town Manager prior to the February commission meeting. The report that was given has no relationship to the final report that showed up at the February Commission Meeting. The report was altered and never supplied to me. This altered report I find to be an unethical slanderous attack on me.

First of all, the report title states "Lakes Overflowing Factfinding Report" which in itself is false. The lakes did not overflow. One lake was 12 inches above another. This difference is largely because the pump at Green Acres Mobile Home Park failed and did not pump water into Behan Lake.

Secondly, the report states that the valve was shut at 24th street and Behan Lake and that the Superintendent was on vacation and it states that the staff was unaware of the protocol. This is blatantly false. Mr. Tisi was on vacation, but the valve had been closed prior to the vacation as stated by Mr. Nereus and Mr. Day. Ms. Menegazzo and I had talked about my finding the valve closed back in August 2019 and that I had made the crew (Tisi, Day, and Nereus) open the valve and given instruction not to close the valve without my permission. Tisi had had the valve closed to clean the barscreen later in August. I had verified with him that he had the valve reopened after the cleaning. The field crew stated to me during the preparation of the report that Nick had had them close the valves for the cleaning and had ordered them not to reopen the 24th Street valve to Behan Lake. The Only logical reason I can think of to close the valve would be to operate the 24th street pump station and maintain the lake levels below 2 feet (minimum allowed by our Water Management Permit).

In Section 3 of the report it states that I was unaware that repairs were being performed on the pump. I was aware that repairs were being done on the pump. What I was not aware of is that the system would not operate in automatic. Mr. Tisi had told me prior to his leave that the pump was fully operational and that the original board was being repaired, as I had requested, as a backup in case of emergency. It also states that the levels were not lowered in response to warnings as is standard practice. The lakes were at 2 feet (minimum pump down elevation) We cannot lower lake levels unless emergency is declared, none was. This would be a violation of our permit.

In Section 5, the report states that I stated that I knew the pumps were not operational for years. The fact is that this was admitted at the Commission Meeting in January by Commissioner Cohen. I had no way of knowing the status of the pumps and only suspected their condition. Those pumps are private property and I could not legally touch them.

In Section 7, the report states that there were several warnings issued by channel 6 and the National Weather service. Most of these are in reference to strong winds and possibility of Tornadoes. There was a local TV broadcast of the late evening news with the possibility, but I missed it. Nick was called the morning of the storm, but never forwarded me the information until almost 8 am. This is a violation of protocol. He could have called or told those who called him to call me. There were no warnings issued by Broward County Emergency Management.

Town of Pembroke Park
Bills over \$500
February 26, 2019 Wednesday

PAYMENTS				
Invoice#	Vendor	Service/Product	Dept.	Amount
EEP10000120	Broward County Florida: Environmental Engineering and Permitting Division	Interlocal Agreement Among Broward County and Parties Concerning the Fourth Cycle Five-Year NPDES MS5	Storm	\$ 1,993.00
21071780	Canon Financial Services Inc	Copier Lease Expense and Copy Overages Through January 31, 2020	Admin/Bldg/ Roads	\$ 1,651.57
10919877	Gray Robinson	Matters Regarding the Code Amendment (Billed Through January 31, 2019) File#820081-5	Legal	\$ 1,110.00
220030661	M.W.I. Pumps	Service Work Done at Lift Station (Repair LOFA 750 Panel, Install New Temp Switch and Rewiring)	Stormwater	\$ 1,244.85
968	Ryan & Ryan LLC	Matters Regarding Request for Proposals for Human Resource Consulting Services Agreement	Legal	\$ 1,347.50
969	Ryan & Ryan LLC	Matters Regarding Personnel Policy Manual	Legal	\$ 595.00
157239	Sachs Sax & Caplan	Professional Services in Regards to the BSO Contract #13965-00001 (Billed Through January 1- January 31, 2020)	Legal	\$ 659.20
157240	Sachs Sax & Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through January 1-January 31, 2020)	Legal	\$ 2,599.72
M184497	Waste Management Recycling America	Net Balance for Recycling December 2019	NonDept	\$ 725.76
Total:				\$11,926.60

Purchase Orders				
305402	Hydra Service Inc	EMERGENCY Replacement Pump- PS Trinity Tower 22 for ABS (Not to Exceed)	Sewer	\$ 15,271.50
305403	Burkhard's Tractor & Equipment	Clutch, Yoke Meldment, Blades, Labor and Freight for Scag Riding Lawnmower	Roads	\$ 802.68
305404	Live Long Unlimited LLC	(6) LED Corn Cob Lights and (2) Olycarbonate Clear Lights	Roads	\$ 599.98
Total:				\$16,674.16
Grand Total:				\$28,600.76

AGENDA ITEM REPORT



To:

Subject: Update on Outstanding Renewal Fiscal Year 2018-2019

Meeting: WORKSHOP COMMISSION MEETING - Feb 26 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[Bal of Acct from FY 17-18 as of 2-14-20](#)

	Status:
Town Clerk, Deputy Town Clerk	None
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None

OUTSTANDING RENEWALS FY 2018-2019
AS OF JAN. 10, 2020

	Name	LocalAddress	AcctNo	Prior Yr(s) Balance brought forward Y-Yes or N-No Fiscal Yr 2018-2019	Billing includes Business Tax Y-Yes or N-No	
1	ANDERSONS AUTOMOTIVE	5507 SW 25CT	009515	N	Y	
2	AAA CLOSEOUT NETWORK	2673 PARKLN	042625	Y	N	
3	AAA CLOSEOUT NETWORK	2681 PARKLN	042626	Y	N	
4	CARE ONE LOGISTICS	2657 -2665PARK LN	044250	Y	N	
5	DRE COUTURE	2930 SW 30AVE, B	045660C	Y	N	
6	POINT OF GRACE CHRISTIAN SCHOOL	3610 SW 48AVE	085301	Y	N	
7	MOVING SERVICES INC	2617 / 2625PARK LN	094912	Y	N	
8	A TO Z MARKETING	1869 SW 31AVE	101329	Y	Y	
9	OCHI PROPERTIES LLC	2863 S PARKRD	101340C	Y	N	
10	R.S. TRADING CO	2673 S PARKLN	112923	Y	Y	
11	WILFORD SAMUEL	2350 S PARKRD, 205	116205	Y	N	
12	TRAUPE RESIDENCE	3841 SW 52AVE, 108	126992	Y	N	
13	V & L DEBT RELIEF AND SVCS., INC.	4500 WHALL BCH BLVD	130380	N	Y	
The following accounts are other billing that were mailed with renewals FY 18-19						
14	PEMBROKE PK CHURCH OF CHRIST	3707 SW 56 AVE	105800B	Y	N	
15	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EX	Y	N	
16	THE POLO CLUB, INC	5590 W HALL BCH BLVD	112403EXA	Y	N	
17	AUDIO VIDEO MD INC	2940COUNTRY CLUB LN	004888	N	Y	Code Case
18	JON CHISTYAKOV	2401 J PLYONS LN, F24-26	037610	Y	Y	Code Case
19	EXECUTIVE DIESEL	3154 PEMBRD	051263C	Y	N	Code Case
20	FLORIDA STORM SHUTTERS	3120 PEMBRD, 241	054825C	Y	N	Code Case
21	H & G QUALITY / AC CUSTOM	2565 PARKLN	067650C	Y	N	Code Case
22	NEVILLE SHEPHERD LLC	3130 PEMBRD, 404	099700	Y	Y	Code Case
23	ROODY JEAN GILLES CABINetry	3120 PEMBRD, 234-235	113990C	Y	N	Code Case
24	TAJ FASHION	2930 SW 30AVE, K&L	125610	N	Y	Code Case
25	TEAM MARKETING GROUP, INC	3107 WHALL BCH BLVD, 3	125684	N	Y	Code Case
26	ALASHAHOLIC	3001 WHALL BCH BLVD, 306	004903C	PAID-8/2019	N	
27	ALFREDO ORTIZ CUSTOM KITCHEN	2401 J PLYONS LN, C29	005040C*N	CLOSED ACCT	N	
28	AMAZING EVENTS & RENTALS INC	2950-2952SW 30 AVE	007460	CLOSED ACCT	Y	
29	THERESA CAMPBELL	5501 SW 33STREET, S	034262*N	CLOSED ACCT	N	
30	CHARLIES IRONWORKS	3120 PEMB RD, 214	035930	PAID-4/2019	Y	
31	AAB INTERNATIONAL	2517 PARKLN	042675	PAID-10/2019	N	
32	ALEXAS M CROSSMAN	3924 SW 52AVE, 1	043350	PAID-5/2019	N	
33	DC DIVERSIFIED INC	3120 SW 19ST, 161	044150C*N	CLOSED ACCT	N	
34	DEKA BUSINESS CORP	3120 PEMBRD, 226	045500C*N	CLOSED ACCT	N	
35	GQ GALLERY INC	2930 SW 30AVE, K	046375	CLOSED ACCT	Y	
36	DOCS, LLC	3146 JPCURCI DR, 3A-2	047070	PAID -5/2019	Y	
37	GALANTE STUDIO	2649 PARK LN	066223*N	CLOSED ACCT	N	
38	G REALTY LLC	3121W HALLBCH BLVD,103	066755	PAID-8/2019	Y	
39	HAIR & MOUSTACHE BARBERSHOF	3948 PEMBRD, A	067751C*N	CLOSED ACCT	N	
40	DAVID HENRIQUES	3615 SW 52AVE, B103	068857*N	CLOSED ACCT	N	
41	HOLYWOOD STYLE BEAUTY	3948 B PEMBRD	072600*N	CLOSED ACCT	Y	
42	YOLANDA ULERIO	3948 B PEMBRD	072600A*N	CLOSED ACCT	Y	
43	ICE CREAM TIME / GIG ICE CREAM*	3130 PEMB RD, 422	074515	PAID-4/2019	Y	
44	IMARINE DISTRIBUTORS LLC	3130 PEMBRD, 342	075300*N	CLOSED ACCT	Y	
45	J.R. METAL ORNAMENTAL INC	1851 SW 31AVE	078658	PAID-5/2019	Y	
46	JUST INSURANCE BROKERS	4520 WHALL BCH BLVD, 4	081600	PAID-6/2019	Y	
47	YELENA KHALIF	3864 SW 48 AVE	083550	PAID-5/2019	N	
48	KING OF QUARTZ AND GRANITE INC	1802 SW 31AVE	083725C	PAID-4/2019	Y	
49	LA ESTANCIA TOWNHOMES	5401-5465SW 41 ST	084700	PAID-7/2019	N	
50	LIFT MASTERS & EQUIPMENT	3130 SW 19ST, 461	086100	PAID-5/2019	Y	
51	LUIS TOLENTINO	2401 J PLYONS LN, A23	088000	PAID-9/2019	N	
52	RICHARD ROBINSON	3944 SW 48AVE	091250	PAID-4/2019	N	
53	MEDICAL TRANSPORTATION SVCS	2061 SW 31AVE	092000*N	CLOSED ACCT	Y	
54	PETER MEIKLE	2401 J PLYONS LN, B9-10	092102	PAID-9/2019	N	
55	MORGAN WINE & SPIRITS DIST	2069 SW 31AVE	094840*N	CLOSED ACCT	Y	
56	NEW VUE OPTICAL LLC	4520 WHALL BCH BLVD, 8	098450	PAID-4/2019	Y	
57	PLAZA OF HALLANDALE BEACH	3535 SW 52AVE	101503	PAID-5/2019	Y	
58	ORA'S CABINETS	2401 JPLYONS LN, B25-26	101575C	PAID-9/2019	N	
59	RESIDENT	4805 SW 41 ST, #207	105852	PAID 6/2019	N	
60	PRINTOPIA, LLC	2260 SW 30AVE	110600	PAID 11/2018-BAL	Y	
61	DANIEL REIDER	3848 SW 48AVE	113320	PAID-11/2019	N	
62	RENOVAC CORP	311 LONEPINE LANE	113700	PAID-4/2019	Y	
63	IRRRINGTON ROBERTS	3840 SW 48AVE, C-21	114545*N	CLOSED ACCT	N	
64	ISAIAH ROLENDER	2544 SW 30AVE	114600	PAID-4/2019	N	
65	DAVIS SCHENLEY	611 MARINE DR, 422	116725	PAID-4/2019	N	
66	MORRISON, ANGELA	3722 SW 52AVE, 108	118783	PAID-5/2019	N	
67	SOOK PAINT & BODY SHOP LLC	2311 J P L YONS LN	120306	PAID BTR-BAL	Y	
68	SOUTH FL CONSTRUCTION &	2400 SW 30AVE, C	120400	PAID- 4/2019-CLOSED	N	
69	WASTE SVCS. OF FLORIDA INC	VARIOUSAREAS	120950RM*N	PAID-9/2019/CLOSED	Y	
70	STIRLING WHOLESale MEAT	2665 S PARKRD	122717	PAID-8/2019	Y	
71	SUBWAY #34960	3930 PEMBRD	122950	PAID-5/2019	Y	
72	WAL-MART STORES #1996	3898 PEMBRD	132776	PAID 10/2018- BAL	Y	
73	WATERMAN PLUMBING	3120 SW 19 ST, 153	132850C	PAID 5/2019-ADJ BAL	N	
74	WORLD STAR ENTERPRISES INC	3121 W HALL BCH BLVD, 108	135200	PAID-9/2019	Y	
75	JASMIN ANN SUTHERLAND	3750 SW 48 AVE, 105	137724*N	CLOSED ACCT	N	
Total # of accounts with balance from previous year				20	34	
Total # of accounts outstanding in Fiscal Year 2018-2019				25	41	

AGENDA ITEM REPORT



To:

Subject: Business Tax Receipt and Billing Update

Meeting: WORKSHOP COMMISSION MEETING - Feb 26 2020

Department: Finance

Staff Contact: Michelle Grooms,

BACKGROUND INFORMATION:

See attachment.

RECOMMENDATION:

None

ATTACHMENTS:

[BTR - Billing Report 2-14-20 for MAR 2020](#)

	Status:
Town Clerk, Deputy Town Clerk	None
Finance director, Finance & Budget Director	None
Newall J. Daughtrey, Assistant Town Manager	None

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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			Billing FOR 2019/20	Amt Collected or Acct Balance	Amount Pending (CREDIT)	Status	Complete
1	ACCT#	REIMBURSABLE EXPENSES					
2	024170S	AVI SHOLOLO (COMM CTR) - SITE @ 2991 SW 32 AVE & 3441 W HALL BCH BLVD	\$0.00	\$0.00	\$3,685.42	PAST DUE 9/14/18- BILLING AS OF 9/23/19	
3	048537PK	EAST COAST INVEST (Seneca Town Ctr) - PK REDUCTION ADDITION @ 3195 W HALL BCH BLVD	\$0.00	\$2,000.00	(\$2,000.00)	NON ACTIVE ACCT - BILLING CURRENT 01/20/20	
4	048503S	CORS-AIR - MINOR SITE @ 2865 SW 30 AVE	\$0.00	\$510.00	(\$510.00)	BILLING CURRENT - AS OF 01/20/20	
5	048600SP	J.C. STEVEN PEMBROKE PARK - SPECIAL PERMIT @ 5301 SW 25 CT	\$0.00	\$3,598.00	(\$3,598.00)	BILLING CURRENT - AS OF 01/20/20	
6	048600SPEX	J.C. STEVEN PEMBROKE PARK - SPECIAL EXCEPTION @ 5301 SW 25 CT	\$0.00	\$1,600.00	(\$1,600.00)	BILLING CURRENT - AS OF 01/20/20	
7	051259S	SKLARCHITECTURE - SITE @ 4200 W HALL BCH BLVD	\$1,285.50	\$0.00	\$1,285.50	*Paid Prev bal \$2,097.50 on 11/2019 billing current-as of 1/20/20	
8	054621S	COCA COLA BEV. FL LLC - SITE @3350 PEMB RD	\$0.00	\$1,707.50	(\$1,707.50)	BILLING CURRENT - AS OF 01/20/20	
9	064250S	4400 W HALL LLC - SITE @ 4400 W HALL BCH BLVD	\$0.00	\$5,865.00	(\$5,865.00)	BILLING COMPLETE- PROJECT CLOSED BALANCE TRANSFERRED TO ACCOUNT # 024170S	X
10	085302S	TRINITY BROADCASTING(LAKESIDE EST)-MINOR SITE @3262 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
11	101700S	O'REILLY AUTO STORES-SITE @ 4700 W HALL BCH BLVD	\$0.00	\$3,470.00	(\$3,470.00)	BILLING CURRENT - AS OF 01/20/20	
12	110874MRF	PROGRESSIVE WASTE SOLUTION (Non-Conf Use -Material Recovery Facility) @ 1899 SW 31 AVE	\$0.00	\$0.00	\$0.00	Recv'd after legal sent notification - BILLING CURRENT - AS OF 01/20/20	
13	112350S3	RACETRAC PETROLEUM INC - SITE @ 3031 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
14	112351S	RACETRAC PETROLEUM INC - SITE @ 3996 PEMB RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
15	112403EXA	POLO CLUB - APP FOR EXT HOURS LICENSE @ 5590 W HALL BCH BLVD	\$0.00	\$0.00	\$854.25	*BILLED IN FY16/17-BAL PAST DUE AS OF 9/30/17 Partial payment made on 10/4/18-Bal as of 9/21/19	
16	122605S	MIAMI CITY STORAGE (CUBESMART)/ STORAGE AND MORE LLC - SITE @ 1771 S PARK RD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
17	126595S	3441 HALLANDALE LLC (SENECA TOWER OFFICE) -SITE @ 3441 W HALL BCH BLVD	\$3,281.25	\$6,097.50	(\$2,816.25)	BILLING CURRENT - AS OF 01/20/20	
18	126870PK	TERZANI USA INC - PARKING REDUCTION @ 2501 SW 56 AVE	\$0.00	\$817.50	(\$817.50)	BILLING COMPLETE	X
19	126945S	TOWERCOM VIII, LLC - SITE @ 3400 SW 20 STREET	\$0.00	\$0.00	\$4,776.25	BILLING CURRENT - AS OF 01/20/20	
20	133707PK	SENECA COMM CTR (DCT/CE LLC)- PARKING REDUCTION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
21	133707S	SENECA COMM CTR - SITE@ 3799 W HALL BCH BLVD	\$5,336.50	\$3,152.50	\$2,184.00	BILLING CURRENT - AS OF 01/20/20	
22	133707S2	SENECA COMM CTR (DCT/CE LLC)- SITE ADDITION @ 3799 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
23	133708F2-2	SENECA COMM CTR (PEMB IND)- FILL @ 3201 W HALL BCH BLVD	\$0.00	\$0.00	\$157.11	BILLING CURRENT - AS OF 01/20/20	
24	133720S	EAST COAST INVEST (Seneca Town Ctr)- SITE & PK REDUCTION @ 3195 W HALL BCH BLVD	\$0.00	\$0.00	\$0.00	NON ACTIVE ACCT - BILLING CURRENT 01/20/20	
25	133730PK	WHEAT CAPITAL MGMT - PKING WAIVER @ 2801 - 2805 J P LYONS LN	\$0.00	\$0.00	\$0.00	BILLING CURRENT - AS OF 01/20/20	
26	133730S*	WHEAT CAPITAL -SITE @ 2801 - 2805 J P LYONS LN	\$0.00	\$1,415.00	(\$1,415.00)	BILLING CURRENT - AS OF 01/20/20	
27		SIGN VARIANCES					
28	054850SV*	3180 PEMB LLC (MOIL-2) @ 3180 W HALL BCH BLVD	\$800.00	\$800.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19	X
29	103006SV*	3180 PEMB LLC (MOIL) @ 3151 W HALL BCH BLVD	\$850.00	\$850.00	\$0.00	*ACCT COMPLETED-Billed & Collected in FY 18/19	X
30	130755SV	VALUE STORE IT @ 2801-2805 J P LYONS LN	\$650.00	\$700.00	(50.00)	*ACCT COMPLETED-Billed & Collected in FY 18/19	X
31		TOTAL REIMBURSABLE EXPENSES-LINES 2-30	\$12,203.25	\$32,583.00			
32							
33							
34		ANNUAL RENEWAL BILLING -FISCAL YEAR 2019/2020	Billed FY 19/20	Amt Collected	Pending	OOB/ADJUSTMENT	%
35	OL	BTR	\$133,295.85	\$120,928.10	\$6,567.50	4.9% OUTSTANDING ACCTS	\$5,800.25 4.4%
36	CU	CERTIFICATE OF USE	\$30,537.00	\$26,389.50	\$2,887.50	9.5% OUTSTANDING ACCTS	\$1,260.00 4.1%
37	SF**	SIGNS	\$61,157.00	\$60,712.00	\$385.00	0.6% OUTSTANDING ACCTS	\$60.00 0.1%
38	AL	ALARM REGISTRATION	\$3,090.00	\$2,690.00	\$280.00	9.1% OUTSTANDING ACCTS	\$120.00 3.9%
39	FBR	FIRE RE-INSPECTION FEES - NEW BTR	\$70.00	\$50.00	\$10.00	14.3% OUTSTANDING ACCTS	\$10.00 14.3%
40	AN	FIRE INSPECTION FEES- ANNUAL BTR	\$51,364.00	\$43,377.00	\$6,322.00	12.3% OUTSTANDING ACCTS	\$1,665.00 3.2%

As of 2/19/2020

File Name: BTR - Billing Report 2-14-20 for MAR 2020, By: MRG

BILLING AND COLLECTIONS FOR 2019-2020
(REIMBURSEABLE EXPENSES, SPECIAL ASSESSMENTS AND OTHER COLLECTABLE FEES)

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41	**Billboard billing included in annual renewal statements : CBS-\$7,500; Clear Channel \$20,000 and Scarletts \$15,000								X
42	TOTAL BILLED ON ANNUAL RENEWAL STATEMENTS-LINES 35-40	\$279,513.85	\$254,146.60	\$16,452.00	5.89%	OUTSTANDING ACCTS	\$8,915.25	3.19%	
43			90.92%	ACCTS COLLECTED AS OF 2/14/20					
44									
45	NEW ACCTS - FISCAL YR 2019/2020	Billed FY 19/20	Amt Collected	Projected billing (10% OF BILLING FY 19/20)	AMT PENDING				
46	LC / OL >6/24 BTR	\$8,855.50	\$7,598.00	\$13,329.59	66.4%	Projected Amt Reached	\$1,257.50		
47	CCU/CU >6/24 CERTIFICATE OF USE	\$630.00	\$577.50	--			\$52.50		
48	SF SIGNS	\$0.00	\$0.00	--					
49	CAL/AL>6/24 ALARM REGISTRATION*	\$530.00	\$405.00	\$309.00		Projected Amt Reached	\$125.00		
50	BIF BLDG DEPT INSP - NEW/ RE-INSP	\$850.00	\$850.00	--		Total as of 2/13/2020	\$0.00		
51	FB FIRE INSPECTIONS- NEW / RE-INSP/ ANNUAL	\$3,285.00	\$3,285.00	--		Total as of 2/13/2020	\$0.00		
52	AN FIRE INSP FEES- ANNUAL BTR (FY 18/19, FY 19/20)	\$5,290.00	\$4,845.00			Billing for 6/24/19-2/13/2020	\$445.00		
53	TOTAL NEW ACCT BILLING - LINES 46-52	\$19,440.50	\$17,560.50			Billing/Collection for 6/24/19-2/14/2020	\$1,880.00		
54									
55									
56	ASSESSMENT IN LIEU OF PROPERTY TAXES	Billed FY 19/20	Amt Collected	Amt Pending					
57	083950B KOINONIA	\$46,980.18	\$6,980.18	40,000.00		BILLED -MTHLY PAYMENTS @ \$5000 - NEXT BILL 2/2020			
58	105800B PEMBROKE PK CHURCH OF CHRIST	\$15,956.54	\$0.00	\$95,706.30		*Bal Past due 3/2019-\$79,749.76 Plus FY19/20 Pending Bill			
59	TOTAL BILLED IN LIEU OF PROPERTY TAXES-LINES 57-58	\$62,936.72	\$6,980.18						
60									
61	OTHER COLLECTABLE FEES	Billed FY 19/20	Amt Collected	Amt Pending					
62	BUS BENCHES ADV. - GOLD COAST	\$4,250.00	\$4,250.00	0.00		BILLING COMPLETE-NEXT BILL 11/2020			X
63	BUS SHELTER ADV - CLEAR CHANNEL(FY 17/18,FY 19/20)	\$0.00	\$0.00	3,570.00		*\$3,570.00 Past Due 9/30/18 for Prior FY 17/18			
64	CANAL STREET -REIMB LEGAL FEES	\$1,469.50	\$1,469.50	0.00		BILLING COMPLETE			X
65	108306EXS CORP DONATION - SCARLETT'S/JW LEE	\$5,000.00	\$5,000.00	0.00		BILLED MTHLY @ \$1000 - NEXT BILL 2/2020			
66	FDOT-LIGHTING MAINTENANCE	\$0.00	\$0.00	0.00		BILLED ANNUALLY -NEXT BILL 5/2020			
67	065100 FPL FIBERNET- RIGHT OF WAY	\$2,000.00	\$0.00	2,000.00		Bal Past Due 1/2020			
68	112403EX POLO CLUB - EXTENDED HRS LICENSE	\$5,000.00	\$0.00	19,000.00		Past due \$14,000.00- Recalculation pending - New rates			
69	108306EX SCARLETT'S - EXTENDED HRS LICENSE	\$5,000.00	\$5,000.00	0.00		*BILLING COMPLETE (PAYMENT REC'D IN FY 18/19)			X
70	118907R SHORELINE FOUNDATION-AGREEMT RT-A-WY	\$621.44	\$621.44	0.00		BILLING COMPLETE - NEXT BILL 12/2020			X
71	MAC'S TOWING	\$0.00	\$0.00	0.00		BILLED ANNUALLY - NEXT BILL 9/2020			
72	FROM DEPTS								
73	PUBLIC WKS FALSE ALARM BILLING	\$3,300.00	\$1,550.00	\$1,750.00		Total as of 2/14/2020			
74	CODE ENF PERMANENT RV FEES	\$150.00	\$125.00	\$25.00		ESTIMATED BILLING \$2,600			
75	TOTAL BILLED OTHER COLLECTABLES-LINES 62-74	\$26,790.94	\$18,015.94						
76	PROJECT	Working with Code to Collect Outstanding Renewals - 25 accounts from Fiscal Year 2018-2019 AS OF 2/14/20							

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**Town of Pembroke Park
Copier Proposal Analysis
February 20, 2020**

	Lease		Purchase	
	36 Months	48 Months	36 Months	48 Months
Toshiba	\$ 47,262.96	\$ 50,456.64	\$ 41,896.92	\$ 45,786.72
Delta Business Solutions	\$ 37,155.06	\$ 43,075.50	\$ 34,530.30	\$ 38,420.10
WBS Technologies	\$ 44,552.16	\$ 53,354.88	\$ 41,699.40	\$ 45,589.20

The above figures for purchase assume that the town will take out a Maintenance contract with the vendor who is awarded the contract. The cost of maintenance is assuming 15,000 copies of B/W and 5,000 color copies. The usage is based on prior year amounts.

Town of Pembroke Park Copier Proposal Analysis February 20, 2020									
Toshiba - State of Florida Contract - 600-000-11-1				36 Months			48 Months		
Description	Monthly Rate	# of Units	Monthly Cost	Monthly Rate	# of Units	Monthly Cost	Monthly Rate	# of Units	Monthly Cost
Toshiba e - studio 3515AC 35PPM - Base Model (INCLUDES 100 SHEET REVERSE FEEDER;LARGE CAPACITY TRAY)	\$ 142.30	6	\$ 854	\$ 104	6	\$ 624			
ADDED FEATURES									
Inner Finisher (includes staple & Hole Punch)	\$ 18.29	4	\$ 73	13.97	4	\$ 56			
Fax	\$ 12.35	5	\$ 62	9.43	5	\$ 47			
Total Monthly Lease Payment			\$ 989			\$ 727			
Total Lease Payments			\$ 35,593.56			\$ 34,897.44			
Estimated Maintenance			\$ 11,669.40			\$ 15,559.20			
Estimated Cost to Lease Copiers			\$ 47,262.96			\$ 50,456.64			
Purchase Price			\$ 30,227.52			\$ 30,227.52			
Estimated Maintenance			\$ 11,669.40			\$ 15,559.20			
Estimated Cost to Purchase Copiers			\$ 41,896.92			\$ 45,786.72			
Cost per Copy:									
Black & White			0.0065			0.0065			
Color			0.04533			0.04533			

Delta Business Solutions - State of Pennsylvania Contract									
36 Months							48 Months		
Description	Monthly Rate	# of Units	Monthly Cost	Monthly Rate	# of Units	Monthly Cost	Monthly Rate	# of Units	Monthly Cost
Canon IR3525									
35PPM - Base Model		6	\$ 444		6	\$		6	\$
(INCLUDES 100 SHEET REVERSE FEEDER;LARGE CAPACITY TRAY)									363
ADDED FEATURES									
Inner Finisher (includes staple & Hole Punch)									
Fax		4	\$ 136		4	\$		4	\$
		5	\$ 62		5	\$		5	\$
									111
									50
Total Monthly Lease Payment			\$ 642			\$			\$ 524
Total Lease Payments			\$ 23,109.84			\$			\$ 25,140.48
Buyout of old Lease copier			\$ 2,375.82			\$			\$ 2,375.82
Estimated Maintenance			\$ 11,669.40			\$			\$ 15,559.20
Estimated Cost to Lease Copiers			\$ 37,155.06			\$			\$ 43,075.50
Purchase Price			\$ 22,860.90			\$			\$ 22,860.90
Estimated Maintenance			\$ 11,669.40			\$			\$ 15,559.20
Estimated Cost to Purchase Copiers			\$ 34,530.30			\$			\$ 38,420.10
Cost per Copy:									
Black & White			0.0065						0.0065
Color			0.04533						0.04533

WBS TECHNOLOGIES		36 Months			48 Months		
Description		Monthly Rate	# of Units	Monthly Cost	Monthly Rate	# of Units	Monthly Cost
HP COLOR LASER JET MFP E87640DN		\$ 112.52	6	\$ 675	\$ 97	6	\$ 582
35PPM - Base Model							
(INCLUDES 100 SHEET REVERSE FEEDER;LARGE CAPACITY TRAY)							
ADDED FEATURES							
Inner Finisher (includes staple & Hole Punch)		\$ 50.51	4	\$ 202	43.54	4	\$ 174
Fax		\$ 7.25	5	\$ 36	6.25	5	\$ 31
Total Monthly Lease Payment				\$ 913			\$ 787
Total Lease Payments				\$ 32,882.76			\$ 37,795.68
Estimated Maintenance				\$ 11,669.40			\$ 15,559.20
Estimated Cost to Lease Copiers				\$ 44,552.16			\$ 53,354.88
Purchase Cost Summary							
Purchase Price- Base Model				\$ 22,849.00			\$ 22,849.00
add on - Stapler/Finisher			4	\$ 4,800.00			\$ 4,800.00
add on - hole punch 2/3			2	\$ 1,056.00			\$ 1,056.00
add on - Fax			5	\$ 1,325.00			\$ 1,325.00
Maintenance agreement - estimate				11,669.40			15,559.20
Total Copier Cost				41,699.40			45,589.20
Cost per Copy:							
Black & White				0.0065			0.0065
Color				0.04533			0.04533

COPIER NEEDS

BUILDING – FAX

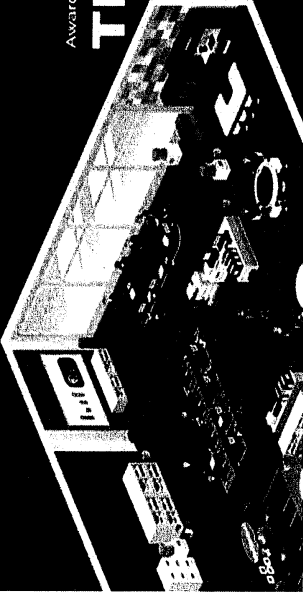
COMMISSION – FAX AND STAPLING

CLERK – STAPLING/ HOLE PUNCH

ADMIN – FAX, STAPLE, HOLE PUNCH

FINANCE – FAX

PUBLIC WORKS – FAX & STAPLING



Award Winning

Nationally Recognized

Customer-Centric

THE EXCUSE-PROOF COMPANY

Canon
AUTHORIZED DEALER

DELTA OMNI
BUSINESS SOLUTIONS
DIVISIONS OF COPY CORP., INC.
Managed Technology Providers



Town of Pembroke Park

<https://www.townofpembrokepark.com>
3150 SW 52nd Ave, Pembroke Park, FL 33023
(954) 966-4600

Michael Dempsey

Major Account Executive
(954) 885-0102
February 10, 2020

Validity Statement

- Delta Business Solutions is grateful for the opportunity to provide this proposal to Town of Pembroke Park. We firmly believe that with the implementation of the forthcoming recommendations, The Town of Pembroke Park will realize substantial benefits improving Copier fleet optimization and at a lower cost.
- The Information enclosed in this proposal is believed to be correct. It was based on information provided by The Town of Pembroke Park. Any changes other than what is provided may reflect in a price change.
- The pricing being presented in this proposal utilizes Customer Loyalty discounts and will be valid for 30 days from the date of this proposal.

Company History

Delta Business Solutions is National in scope while remain customer centric in our service approach. Headquartered in Miramar Florida. Delta Business Solutions has the experience to exceed your highest expectations. By providing our clients with exceptional products and services in South Florida for the past 30 years.

A Major Factor in Our Success is Attributed to Our Customer-Centric Approach With:

- Local Billing
- Local Dispatch
- Local Principal Support
- Local Warehousing



Company Mission Statement

Delta Business Solutions & Omni Business Solutions Mission is to Deliver Unparalleled Customer Satisfaction in the Highest Professional Manner by:

- Empowering employees to deliver localized service
- Partnering with elite manufacturers to ensure our customers are provided with the most productive and efficient office solutions
- Never outgrowing our local reach that delivers exceptional service by centralizing business practices
- Providing our employees with opportunities for growth and development
- Contributing to our communities



Value Proposition

Delta Business Solution Prides itself on always going above and beyond expectation when working through our Customer's ever-changing document environment, including providing priority service, loaners, coordinating moves, switch-out equipment, monitoring fleet utilization, and rightsizing equipment.

- With the entrepreneurial dexterity and drive that only a local company can provide but with the resources of a multi-national firm, Delta Business Solutions has provided a quality of service unheard of in the document distribution and office support services industries.
- Delivery of the highest level of service that only a locally based Firm with 30 years of serving the community can
- Highly trained local technicians with electronic PDA based dispatching and performance measuring guarantees
- Standard practices include performance guarantees relating to technical response, uptime performance, and first-time fix rate. It is these measurements that we hold our team accountable for daily. These benchmark service criteria are measured through data available from our automatic dispatch system and the manufacturer device management software. Armed with this real time information Delta can effectively address service units that fall below benchmark and address remedies quickly. The key to such hands-on serviceability is our localized support team.



TOWN OF PEMBROKE PARK
DATE: 02/21/2020

DELTA Business Solution Proposal

This Proposal is not an Agreement and does not bind either party
Pricing valid for 30 days

Make: PEPPEM Canon Color MFP

Item Number	Item Description	Number of Units	PEPPEM Discounted Purchase Price	36 Month Term Costs	48 Month Term Costs
3279C002AA	imageRUNNER ADVANCE C3525i III	6	\$ 2,636.10	\$ 74.02	\$ 60.45
1553C001AA	Inner Finisher-K1	4	\$ 577.80	\$ 16.22	\$ 13.25
2384C001AA	Cabinet Type-R (2 paper trays with stand)	2	\$ 72.90	\$ 2.05	\$ 1.67
1537C002AA	Cassette Feeding Unit-AP1 (4 paper trays)	4	\$ 596.70	\$ 16.76	\$ 13.68
3284C001AA	Super G3 FAX Board-AZ1	5	\$ 440.10	\$ 12.36	\$ 10.00
TOTALS			\$ 22,860.90	\$ 641.93	\$ 523.74

TOSHIBA	Buyout (\$263.98 X 9 months)	\$ 2,375.82	\$ 66.71	\$ 54.48
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Service/Supplies	Payment includes 15000 B&W images per month 0.0095		\$ 142.50	\$ 142.50
Service/Supplies	Payment includes 5000 color images per month 0.055		\$ 275.00	\$ 275.00
TOTAL MONTHLY PROPOSED COST*			\$ 1,126.15	\$ 995.72

*Includes Equipment, Service, Supplies

Town of Pembroke Pine		Monthly Usage		CURRENT FLEET									
Department	Present Model	Mono	Color	Speed	Color	Scan to email	Scan to Folder	FAX	11x17	Staple	Drawers	HiCap Drawer	Hole Punch
Public	Canon IRC2225	750	450	25	X	X	X		X		2		
Mayor	Canon IRC5030	298	140	30	X	X	X		X	X	2		
Building	Canon IRC2225	675	900	25	X	X	X		X		2		
Finance	Toshiba E Studio 3505AC	5,918	433	35	X	X	X	X	X	X	3	X	
Admin	Toshiba E Studio 3505AC	5,566	3,429	35	X	X	X	X	X	X	3		X
Average Monthly Usage		13,207	5,352										

PRESENT PRICING

Present Delta Lease Payment

Include 1 IRC5030 & 2 IRC2225 Canon
Payment includes 5000 B&W images per month
Payment includes 500 color images per month

\$593.70

Present Delta Service & Supply Cost

Present 1675 Images 5000 Base B&W X .0302 = \$0.00
Color 500 Base - Color 1,490 Images = 990 Images
Color Overage 990 X .1609 = \$159

\$0.00

\$159.00

Present Toshiba Finance Lease Payment

Includes 2 ES3505 Color Units

\$263.98

Present Toshiba Service & Supply Cost

B&W Copy Charges 0.0065 X 11,484
Color Copy Charge 0.04533 X 3,862

\$74.64

\$175.04

Total Average Monthly Cost:

\$ 1,266.36

Proposed Delta Total Cost Monthly:

\$ 995.72

Monthly Savings: \$ 270.64

ANNUAL SAVINGS: \$ 3,247.73

Implementation

Pre-delivery Survey:

- A site survey of all locations will be conducted on all departments.
- A network survey will be conducted to assure all software questions will be addressed. We will also identify contact persons in each department.

Physical Delivery:

- Delta Business Solutions will deliver all systems together, or in phases as required by departments.
- All existing equipment will be removed. Deliver, set-up, and connect all equipment to network. Test print, scan, and fax capabilities.

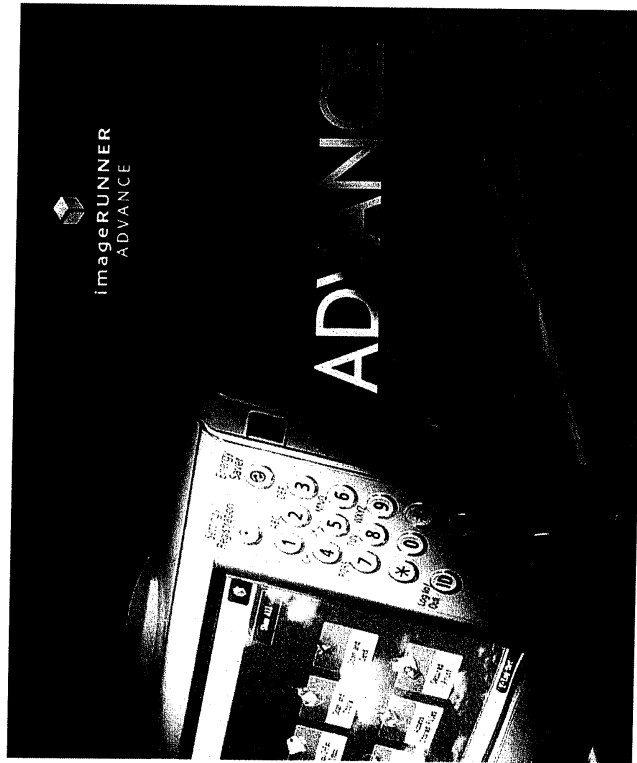
Training:

- Training will include service call procedures, supplies replenishment, basic paper source, printer drivers, scan, copy, fax, USB print and scan functions.
- Additional training as requested by departments
- After delivery and installation, Delta/OMNI Business Solutions will conduct a detailed post-installation analysis to ensure 100% total customer satisfaction.
- We will meet on a quarterly basis to ensure the performance of the equipment and our Company as part of our 100% customer satisfaction.



Thank
you!!

DELTA OMNI
BUSINESS SOLUTIONSTM BUSINESS SOLUTIONS
DIVISIONS OF COPY CORP. INC.
Managed Technology Providers



PROPOSAL PREPARED FOR:

Town of Pembroke Park

Submitted by:

Pauline Gregory, Government Account Executive

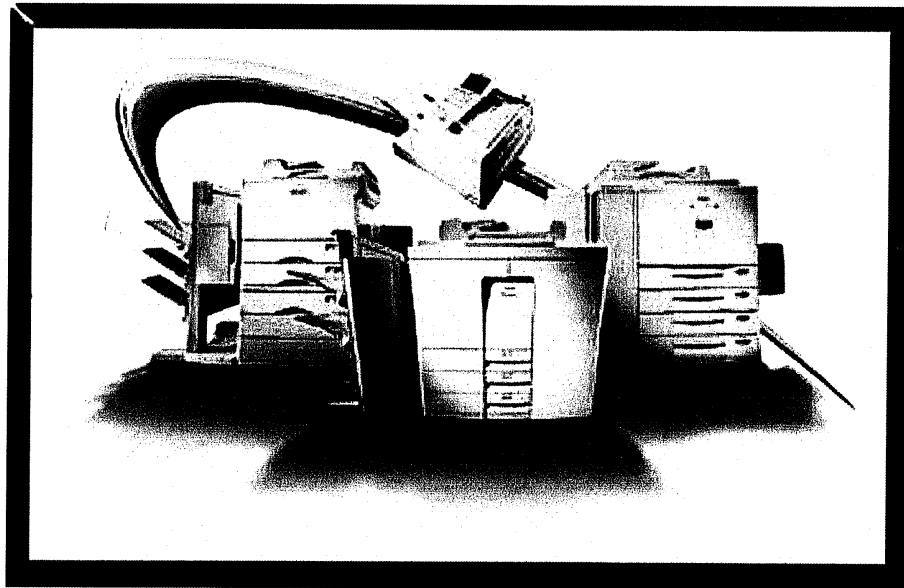
Mobile: 954-562-3673

Email: pauline.gregory@tbs.toshiba.com

TOSHIBA BUSINESS SOLUTIONS (USA)

624 S Military Trail, DFB, FL 33442

January 15th, 2020



Don't copy. Lead



Town of Pembroke Park – Building Dept

No Staple due to space issue. 3 drawer configuration.
(no fax, no hole punch)

PROPOSED CONFIGURATION:

- **Toshiba e-Studio3515AC** – No Staple due to space issue
- 100 Sheet Reverse Automatic Document Feeder (MR3031B)
- (2) Standard Paper Drawers (550 Sheet Capacity) (Included)
- 100 Sheet Bypass Tray (Included)
- 2000 Sheet Large Capacity Feeder (KD1059B)

FINANCIAL CONSIDERATION:

\$104.00 per mo. / 48 - month term – State of Florida #600-000-11-1

\$4,544.64 – Purchase Price

MAINTENANCE AGREEMENT

Color Cost Per Copy .04533 per page / Black & White Cost Per Copy .0065 per page

Includes all parts, labor, service calls and unlimited supplies (excluding paper & staples).

No additional charge for delivery, installation, set-up and training.

Submitted by:

Pauline Gregory, Government Account Executive

Mobile: 954-562-3673

Email: pauline.gregory@tbs.toshiba.com

TOSHIBA BUSINESS SOLUTIONS (USA)

624 S Military Trail, DFB, FL 33442

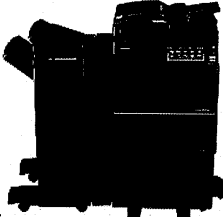
TOSHIBA

STATE OF FLORIDA CONTRACT #600-000-11-1
DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
SEGMENT 3 - COLOR
SPEED: 31 - 40 PAGES PER MINUTE

TOWN OF PEMBROKE PARK
BUILDING DEPT - LIMITED SPACE

3 DRAWERS, NO STAPLE, NO HP, NO FAX

TOSHIBA e-STUDIO3515AC



The e-STUDIO3515AC from Toshiba bring mid-volume workgroups impressive color and high-volume black and white, including copy, print, scan and fax capabilities. Now, thanks to the integration of the new generation e-BRIDGE platform, features can be added later—similar to the way apps are added to smart phones.

SPECIFICATIONS

- Copy/Print Resolution - 600 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 35/35 (B&W/Color) PPM (Letter)
- First Copy Out Time - 7.8 sec color/5.9 sec black
- Warm-Up Time - 20 sec
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 105,000 Impressions

PRICING		INCLUDES FOUR PERCENT DISCOUNT					Lease (Monthly)			cost per copy vv	
		PURCHASE PRICE \$4,544.64									
Part Number	Description	Retail	Purchase	24M	36M	48M	Color CPC	B&W CPC			
e-STUDIO3515AC	35 PPM Color Copier	\$20,729	\$4,180	\$185.62	\$125.95	\$96.12	0.04533	0.00650			
MR3031B	100-Sheet RADF	\$1,675	\$237	\$10.50	\$7.12	\$5.44					
MR4000B	300-Sheet DSDF (e2515AC/3015AC require GC1410)	\$2,263	\$495	\$21.93	\$14.88	\$11.36					
KA5005PC	Platen Cover	\$47	\$24	\$1.06	\$0.72	\$0.55					
MJ1042B	Inner Finisher	\$1,760	\$485	\$21.49	\$14.58	\$11.13					
MJ1109B	Console Finisher w/ Stapling	\$2,284	\$633	\$28.04	\$19.03	\$14.52					
MJ1110B	Finisher - Saddle Stitch	\$3,395	\$942	\$41.73	\$28.32	\$21.61					
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$265	\$74	\$3.28	\$2.22	\$1.70					
MJ5015	Job Separator	\$289	\$113	\$5.01	\$3.40	\$2.59					
MJ6011	Hole Punch for MJ1042B	\$850	\$247	\$10.94	\$7.42	\$5.67					
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$850	\$233	\$10.32	\$7.00	\$5.35					
KD1058B	550 Sheet Paper Feed Pedestal	\$980	\$245	\$10.85	\$7.36	\$5.62					
MY1048B	550-Sheet Drawer	\$550	\$138	\$6.11	\$4.15	\$3.17					
MY1049B	Envelope Drawer Module	\$550	\$138	\$6.11	\$4.15	\$3.17					
KD1059B	2000 Sheet Large Capacity Feeder	\$1,225	\$307	\$13.60	\$9.23	\$7.04					
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,180	\$118	\$5.23	\$3.55	\$2.71					
STAND5005	Stand	\$215	\$112	\$4.96	\$3.37	\$2.57					
GN4020	Wireless LAN/Bluetooth Module (requires GR1310 for e2515AC/3015AC)	\$629	\$319	\$14.13	\$9.59	\$7.32					
GR1330	Accessory Tray (Keyboard Shelf)	\$99	\$34	\$1.51	\$1.02	\$0.78					
GR1340	Panel 10 Key Option	\$99	\$34	\$1.51	\$1.02	\$0.78					
GR9000	Bluetooth Keyboard (requires GN4020)	\$99	\$34	\$1.51	\$1.02	\$0.78					
GR1310	USB Hub	\$109	\$40	\$1.77	\$1.20	\$0.92					
GR1320	Card Reader Holder (Requires GR1310 for e2515AC/3015AC)	\$99	\$34	\$1.51	\$1.02	\$0.78					
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$218	\$9.66	\$6.55	\$5.00					
GS1080	Embedded OCR Enabler 1 License (requires GC1410 on e-STUDIO3515AC)	\$775	\$253	\$11.21	\$7.61	\$5.80					
GS1090	Multi-Station Print Enabler 1 License (requires GC1410 on e-STUDIO3515AC)	\$195	\$57	\$2.53	\$1.71	\$1.31					
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25					
GP1190A	HARDCOPY SECURITY KIT (COLOR MODELS ONLY)	\$1,899	\$777	\$34.42	\$23.36	\$17.82					
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25					
GP1080	IPSEC Enabler	\$799	\$437	\$19.36	\$13.14	\$10.02					
GE1230	FIPS HDD	\$395	\$116	\$5.14	\$3.49	\$2.66					
GC1410	4GB Memory Option (required with DSDF or any 3rd party)	\$150	\$75	\$3.32	\$2.25	\$1.72					
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,025	\$411	\$18.21	\$12.35	\$9.43					
TFC505UK	Black Toner (Warranty Period Only)	N/A		\$80							
TFC505UC	Cyan Toner (Warranty Period Only)	N/A		\$203							
TFC505UM	Yellow Toner (Warranty Period Only)	N/A		\$203							
TFC505UY	Magenta Toner (Warranty Period Only)	N/A		\$203							
STAPLE2400	Staples = MJ1042/MJ1109/MJ1110 (1 box = 5,000 st x 3)	N/A		\$96							
STAPLE3100	Staples = MJ1110 (1 box = 2,000 st x 4)	N/A		\$79							

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc
Order from: 25530 Commercent Dr, Lake Forest, CA 92630
Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067
FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

Contact: Mike McKinley
25530 Commercent Dr, Lake Forest, CA 92630
Phone: 678-613-2311
Fax: 949-587-9871
Email: mike.mckinley@tbs.toshiba.com



Town of Pembroke Park – eStudio3515AC

Standard- 3 drawer, staple configuration.
(no fax, no hole punch)

PROPOSED CONFIGURATION:

- **Toshiba e-Studio3515AC**
- 100 Sheet Reverse Automatic Document Feeder (MR3031B)
- Inner Staple Finisher (MJ1042B)
- (2) Standard Paper Drawers (550 Sheet Capacity) (Included)
- 100 Sheet Bypass Tray (Included)
- 2000 Sheet Large Capacity Feeder (KD1059B)

FINANCIAL CONSIDERATION:

\$114.00 per mo. / 48 - month term – State of Florida #600-000-11-1

\$5,010.24 – Purchase Price

MAINTENANCE AGREEMENT

Color Cost Per Copy .04533 per page / Black & White Cost Per Copy .0065 per page

Includes all parts, labor, service calls and unlimited supplies (excluding paper & staples).

No additional charge for delivery, installation, set-up and training.

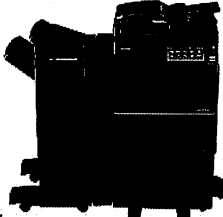
TOSHIBA

STATE OF FLORIDA CONTRACT #600-000-11-1
DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
SEGMENT 3 - COLOR
SPEED: 31 - 40 PAGES PER MINUTE

TOWN OF PEMBROKE PARK
STANDARD 3 DRAWER CONFIGURATION

3 DRAWERS, NO HP, NO FAX

TOSHIBA e-STUDIO3515AC



The e-STUDIO3515AC from Toshiba bring mid-volume workgroups impressive color and high-volume black and white, including copy, print, scan and fax capabilities. Now, thanks to the integration of the new generation e-BRIDGE platform, features can be added later—similar to the way apps are added to smart phones.

SPECIFICATIONS

- Copy/Print Resolution - 600 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 35/35 (B&W/Color) PPM (Letter)
- First Copy Out Time - 7.8 sec color/5.9 sec black
- Warm-Up Time - 20 sec
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 105,000 Impressions

PRICING		INCLUDES FOUR PERCENT DISCOUNT		Lease (Monthly)			cost per copy vv	
		PURCHASE PRICE \$5,010.24					Color CPC	B&W CPC
Part Number	Description	Retail	Purchase	24M	36M	48M		
e-STUDIO3515AC	35 PPM Color Copier	\$20,729	\$4,190	\$185.62	\$125.95	\$98.12	0.04533	0.00650
MR3031B	100-Sheet RADF	\$1,875	\$237	\$10.50	\$7.12	\$5.44		
MR4000B	300-Sheet DSDF (e2515AC/3015AC require GC1410)	\$2,263	\$495	\$21.93	\$14.88	\$11.36		
KA5005PC	Platen Cover	\$47	\$24	\$1.06	\$0.72	\$0.55		
MJ1042B	Inner Finisher	\$1,760	\$485	\$21.49	\$14.58	\$11.13		
MJ1109B	Console Finisher w/ Stapling	\$2,284	\$633	\$28.04	\$19.03	\$14.62		
MJ1110B	Finisher - Saddle Stitch	\$3,395	\$942	\$41.73	\$28.32	\$21.61		
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$265	\$74	\$3.28	\$2.22	\$1.70		
MJ5015	Job Separator	\$289	\$113	\$5.01	\$3.40	\$2.59		
MJ6011	Hole Punch for MJ1042B	\$850	\$247	\$10.94	\$7.42	\$5.67		
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$850	\$233	\$10.32	\$7.00	\$5.35		
KD1058B	550 Sheet Paper Feed Pedestal	\$980	\$245	\$10.85	\$7.36	\$5.62		
MY1048B	550-Sheet Drawer	\$550	\$138	\$6.11	\$4.15	\$3.17		
MY1049B	Envelope Drawer Module	\$550	\$138	\$6.11	\$4.15	\$3.17		
KD1059B	2000 Sheet Large Capacity Feeder	\$1,225	\$307	\$13.60	\$9.23	\$7.04		
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STAND5005	Stand	\$215	\$112	\$4.96	\$3.37	\$2.57		
GN4020	Wireless LAN/Bluetooth Module (requires GR1310 for e2515AC/3015AC)	\$629	\$319	\$14.13	\$9.59	\$7.32		
GR1330	Accessory Tray (Keyboard Shelf)	\$99	\$34	\$1.51	\$1.02	\$0.78		
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GR9000	Bluetooth Keyboard (requires GN4020)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR1310	USB Hub	\$109	\$40	\$1.77	\$1.20	\$0.92		
GR1320	Card Reader Holder (Requires GR1310 for e2515AC/3015AC)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$218	\$9.66	\$6.55	\$5.00		
GS1080	Embedded OCR Enabler 1 License (requires GC1410 on e2515AC/3015AC)	\$775	\$253	\$11.21	\$7.81	\$5.80		
GS1090	Multi-Station Print Enabler 1 License (requires GC1410 on e2515AC/3015AC)	\$195	\$57	\$2.53	\$1.71	\$1.31		
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25		
GP1190A	HARDCOPY SECURITY KIT (COLOR MODELS ONLY)	\$1,899	\$777	\$34.42	\$23.36	\$17.82		
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25		
GP1080	IPSEC Enabler	\$799	\$437	\$19.36	\$13.14	\$10.02		
GE1230	FIPS HDD	\$395	\$116	\$5.14	\$3.49	\$2.66		
GC1410	4GB Memory Option (required with DSDF or any 3rd party)	\$150	\$75	\$3.32	\$2.25	\$1.72		
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,025	\$411	\$18.21	\$12.35	\$9.43		
TFC505UK	Black Toner (Warranty Period Only)	N/A			\$80			
TFC505UC	Cyan Toner (Warranty Period Only)	N/A			\$203			
TFC505UM	Yellow Toner (Warranty Period Only)	N/A			\$203			
TFC505UY	Magenta Toner (Warranty Period Only)	N/A			\$203			
STAPLE2400	Staples = MJ1042/MJ1109/MJ1110 (1 box = 5,000 st x 3)	N/A		\$96				
STAPLE3100	Staples = MJ1110 (1 box = 2,000 st x 4)	N/A		\$79				

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc
Order from: 25530 Commercent Dr, Lake Forest, CA 92630
Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067
FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

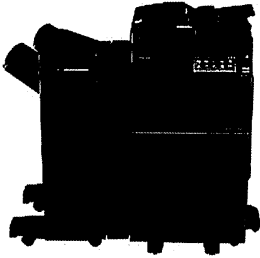
Contact: Mike McKinley
25530 Commercent Dr, Lake Forest, CA 92630
Phone: 678-613-2311
Fax: 949-587-9871
Email: mike.mckinley@tbs.toshiba.com

TOSHIBA

BUSINESS SOLUTIONS

Town of Pembroke Park - Administration.

TOSHIBA e STUDIO3515AC MFP – copy, print, scan, fax



Product Features:

- 35 PPM Multifunction Product
- 10-inch WVGA customizable touch-screen control
- Environmentally friendly, Energy Star compliant
- USB scan & print capabilities
- Private, proof, scheduled, & stored print

PROPOSED CONFIGURATION:

- **Toshiba e-Studio3515AC**
- 100 Sheet Reverse Automatic Document Feeder (MR3031B)
- Inner Staple Finisher (MJ1042B)
- (2) Standard Paper Drawers (550 Sheet Capacity) (Included)
- 100 Sheet Bypass Tray (Included)
- Hole Punch (MJ6011)
- 2000 Sheet Large Capacity Feeder (KD1059B)
- Fax (GD1370N)

FINANCIAL CONSIDERATION:

\$129.00 per mo. / 48 - month term Per the State of Florida #600-000-11-1

\$5,641.92 – Purchase Price

MAINTENANCE AGREEMENT

Color Cost Per Copy .04533 per page / Black & White Cost Per Copy .0065 per page

Includes all parts, labor, service calls and unlimited supplies (excluding paper & staples).

No additional charge for delivery, installation, set-up and training.

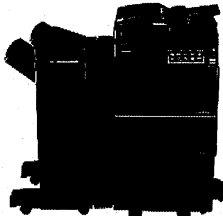
TOSHIBA

STATE OF FLORIDA CONTRACT #600-000-11-1
DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
SEGMENT 3 - COLOR
SPEED: 31 - 40 PAGES PER MINUTE

TOWN OF PEMBROKE PARK
ADMINISTRATION - REPLACES F20933

3 DRAWERS, HP, STAPLE, FAX.

TOSHIBA e-STUDIO3515AC



The e-STUDIO3515AC from Toshiba bring mid-volume workgroups impressive color and high-volume black and white, including copy, print, scan and fax capabilities. Now, thanks to the integration of the new generation e-BRIDGE platform, features can be added later—similar to the way apps are added to smart phones.

SPECIFICATIONS

- Copy/Print Resolution - 600 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 35/35 (B&W/Color) PPM (Letter)
- First Copy Out Time - 7.8 sec color/5.9 sec black
- Warm-Up Time - 20 sec
- Maximum Paper Capacity - 3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 105,000 Impressions

PRICING		INCLUDES FOUR PERCENT DISCOUNT		Lease (Monthly)			cost per copy vv	
		PURCHASE PRICE					Color CPC	B&W CPC
Part Number	Description	Retail	Purchase	24M	36M	48M		
e-STUDIO3515AC	35 PPM Color Copier	\$20,729	\$4,190	\$185.62	\$125.95	\$96.12	0.04533	0.00650
MR3031B	100-Sheet RADF	\$1,675	\$237	\$10.50	\$7.12	\$5.44		
MR4000B	300-Sheet DSDF (e2515AC/3015AC require GC1410)	\$2,263	\$495	\$21.93	\$14.68	\$11.36		
KA5005PC	Platen Cover	\$47	\$24	\$1.06	\$0.72	\$0.55		
MJ1042B	Inner Finisher	\$1,760	\$485	\$21.49	\$14.58	\$11.13		
MJ1109B	Console Finisher w/ Stapling	\$2,284	\$633	\$28.04	\$19.03	\$14.52		
MJ1110B	Finisher - Saddle Stitch	\$3,395	\$942	\$41.73	\$28.32	\$21.61		
KN5005	Bridge Kit (Required with MJ1109B/1110B)	\$265	\$74	\$3.28	\$2.22	\$1.70		
MJ5015	Job Separator	\$289	\$113	\$5.01	\$3.40	\$2.59		
MJ6011	Hole Punch for MJ1042B	\$850	\$247	\$10.94	\$7.42	\$5.67		
MJ6105	Hole Punch (for MJ1109B & MJ1110B)	\$850	\$233	\$10.32	\$7.00	\$5.35		
KD1058B	550 Sheet Paper Feed Pedestal	\$980	\$245	\$10.85	\$7.36	\$5.62		
MY1048B	550-Sheet Drawer	\$550	\$138	\$6.11	\$4.15	\$3.17		
MY1049B	Envelope Drawer Module	\$550	\$138	\$6.11	\$4.15	\$3.17		
KD1059B	2000 Sheet Large Capacity Feeder	\$1,225	\$307	\$13.60	\$9.23	\$7.04		
PWRFLTR-XGPCS15D	Next Gen PCS Power Filter, 120V-15 AMPS	\$1,180	\$118	\$5.23	\$3.55	\$2.71		
STAND5005	Stand	\$215	\$112	\$4.96	\$3.37	\$2.57		
GN4020	Wireless LAN/Bluetooth Module (requires GR1310 for e2515AC/3015AC)	\$629	\$319	\$14.13	\$9.59	\$7.32		
GR1330	Accessory Tray (Keyboard Shelf)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR1340	Panel 10 Key Option	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR9000	Bluetooth Keyboard (requires GN4020)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GR1310	USB Hub	\$109	\$40	\$1.77	\$1.20	\$0.92		
GR1320	Card Reader Holder (Requires GR1310 for e2515AC/3015AC)	\$99	\$34	\$1.51	\$1.02	\$0.78		
GS1010	Meta Scan Enabler for e-CONNECT	\$524	\$218	\$9.66	\$6.55	\$5.00		
GS1080	Embedded OCR Enabler 1 License (requires GC1410 on e2515AC/3015AC)	\$775	\$253	\$11.21	\$7.81	\$5.80		
GS1090	Multi-Station Print Enabler 1 License (requires GC1410 on e2515AC/3015AC)	\$195	\$57	\$2.53	\$1.71	\$1.31		
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25		
GP1190A	HARDCOPY SECURITY KIT (COLOR MODELS ONLY)	\$1,899	\$777	\$34.42	\$23.36	\$17.82		
GS1007	Unicode Font Enabler	\$275	\$229	\$10.14	\$6.88	\$5.25		
GP1080	IPSEC Enabler	\$799	\$437	\$19.36	\$13.14	\$10.02		
GE1230	FIPS HDD	\$395	\$116	\$5.14	\$3.49	\$2.66		
GC1410	4GB Memory Option (required with DSDF or any 3rd party)	\$150	\$75	\$3.32	\$2.25	\$1.72		
GD1370N	Fax Unit / 2nd Line Fax Unit	\$1,025	\$411	\$18.21	\$12.35	\$9.43		
TFC505UK	Black Toner (Warranty Period Only)	N/A			\$80			
TFC505UC	Cyan Toner (Warranty Period Only)	N/A			\$203			
TFC505UM	Yellow Toner (Warranty Period Only)	N/A			\$203			
TFC505UY	Magenta Toner (Warranty Period Only)	N/A			\$203			
STAPLE2400	Staples = MJ1042/MJ1109/MJ1110 (1 box = 5,000 st x 3)	N/A		\$96				
STAPLE3100	Staples = MJ1110 (1 box = 2,000 st x 4)	N/A		\$79				

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc
Order from: 25530 Commercenr Dr, Lake Forest, CA 92630
Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067
FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

Contact: Mike McKinley
25530 Commercenr Dr, Lake Forest, CA 92630
Phone: 678-613-2311
Fax: 949-587-9871
Email: mike.mckinley@tbs.toshiba.com



Proposal Prepared For:



TOWN OF PEMBROKE PARK
THE SMALL TOWN THAT
MEANS BIG BUSINESS

Prepared By:
Dan Matra
Regional Sales Manager
WBS Technologies, Inc.
(954) 653-9335

February 21, 2020
Revision 1.2



Enclosed information is Confidential





Dear Mr. Taubenfeld,

I would first like to thank you for giving WBS technologies the opportunity to earn your business. Making a decision on a vendor to provide your company with a technology solution can be difficult and at times even frustrating.

At WBS we take pride in our unique consulting process that allows us to collaborate with you to identify areas in which you can harness new office technology to increase productivity while reducing costs. Based on our expertise, we can recommend innovative solutions leading to measurable and sustainable results for years ahead.

I have prepared this proposal that will hopefully give you a clear understanding of how we can help in your strategy. Please feel free to contact me if any questions should arise.

Sincerely,
Dan Matra
Regional Sales Manager
954.871.6551
dmatra@wbsfla.com



Our Recommendations – Option 1

Qty	Product	39 Month Lease	48 Month Lease	60 Month Lease	Purchase Price
6	HP Color LaserJet Managed MFP E87640dn 40 PPM Color and B&W 4 Paper Tray trays	\$ 675.12	\$ 582.00	\$ 442.32	\$ 22,849.00
1	HP LaserJet Stapler / Stacker Finisher (External stapler/stacker finisher -3000 sheets)	\$ 44.31	\$ 38.20	\$ 29.03	\$ 1,200.00
1	HP LaserJet Hole Punch 2/3 Accessory (Requires Stapler / Stacker Finisher)	\$ 12.41	\$ 10.70	\$ 8.13	\$ 528.00
1	Fax	\$ 7.25	\$ 6.25	\$ 4.75	\$ 265.00

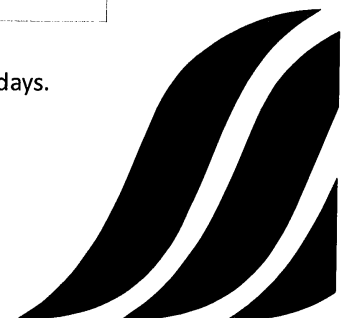
Full Service Maintenance Agreement (Included for all units)		Monthly Price
Black and White Base Monthly Minimum TBD (Pooled)		TBD
Color Base Monthly Minimum TBD (Pooled)		TBD
Black & White Overages Reconciled Quarterly		\$ 0.0065
Color Overages Reconciled Quarterly		\$ 0.0433

WBS Technologies can be flexible in changing the Base Pooled Maintenance if the Town's volumes change.

Includes: Delivery, Installation, Network Set-up and Training.

**Payment stream included in Finance Numbers is \$2,639.80.
This is assuming 9 months worth of payments.
This is applied to the six main units.**

Full Service Maintenance Agreement includes:
Toner, parts and labor. 8 am to 5 pm Monday – Friday except Holidays.



Our Recommendations – Option 2

Qty	Dept.	Description
1	Finance	50 ppm Kyocera TA 5550ci - 4 Paper Trays, Booklet Finisher, Staple, Hole Punch, Fax and prints up to 11"x17" - Certified Refurbished
1	Administration	40 ppm HP LaserJet MFP - 4 Paper Trays and prints up to 11"x17"
1	Building	25 ppm HP LaserJet MFP - 4 Paper Trays, 4 Paper Trays and prints up to 11"x17"
1	Public Works	25 ppm HP LaserJet MFP - 4 Paper Trays, 4 Paper Trays and prints up to 11"x17"
1	Commissioner	25 ppm HP LaserJet MFP - 4 Paper Trays, 4 Paper Trays and prints up to 11"x17"
1	Town Clerk	50 ppm Kyocera TA 5550ci - 4 Paper Trays, Booklet Finisher, Staple, Hole Punch, Fax and prints up to 11"x17" - Certified Refurbished

Full Service Maintenance Agreement (Included for all units)	Monthly Price
Black and White Base Monthly Minimum TBD (Pooled)	TBD
Color Base Monthly Minimum TBD (Pooled)	TBD
Black & White Overages Reconciled Quarterly	\$ 0.0065
Color Overages Reconciled Quarterly	\$ 0.0433

WBS Technologies can be flexible in changing the Base Pooled Maintenance if the Town's volumes change.

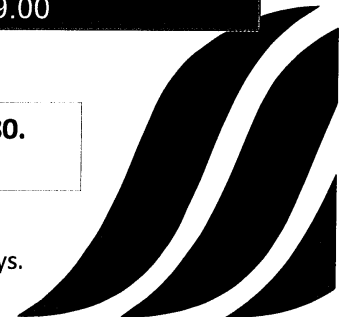
Finance Lease Option (Equipment Only)	
Term	Lease Rate
39 Months	\$ 554.49
48 Months	\$ 478.01
60 Months	\$ 363.28

Purchase Option	\$ 16,999.00
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Includes: Delivery, Installation, Network Set-up and Training.

**Payment stream included in Finance Numbers is \$2,639.80.
This is assuming 9 months worth of payments.**

Full Service Maintenance Agreement includes:
Toner, parts and labor. 8 am to 5 pm Monday – Friday except Holidays.



WBS Technologies



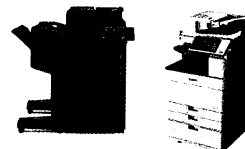
**We proudly serve South Florida for over 41 years, with 4 active Business Units
we install and maintain the following technology segments:**

- ✓ Printing Division – Copiers/ Printers/ Scanners/ Fax Products and Wide Format Plotters. We represent Brands like Canon, Kyocera, HP, Lexmark, among others.
- ✓ Mailing Division – Pitney Bowes Representatives for South Florida
- ✓ Communications Division – Mitel Hardware (SMB and Enterprise) as well as MiCloud Services. We also offer Services such as SIP Trunks, PRI, T-1, Dedicated Services, etc.
- ✓ IT Services – On Premise or Cloud, Monitored IT, HelpDesk, Network Management, Servers and Security among many other services.

Learn more about what WBS Technologies has to offer. Visit us at www.wbsfla.com

Document Management

WBS Technologies provides a variety of copiers and multifunction systems and software for lease or sale designed to fit the specific needs of your business. Partnering with award-winning technology brands such as Kyocera, Canon, HP, and others, we provide rental copiers in the greater South Florida area that best match your business needs.

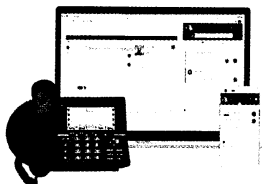


IT Solutions

WBS Technologies, powered by Visual Edge IT, specializes in managed IT services. Including security, network management, servers, data recovery and much more. Our services and solutions help you keep IT costs low, prevent network problems and ensure maximum uptime. We pride ourselves on our unique blend of national corporate professionalism and local collaboration to provide IT support services.

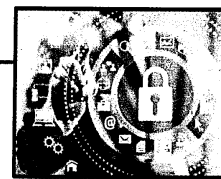
Managed Services

Our services and solutions help you keep your cost under control so you can focus on your core business. From managing your printers, copiers, scanners, computers, servers, disaster recovery and more. Each of our solutions are customized to your needs.

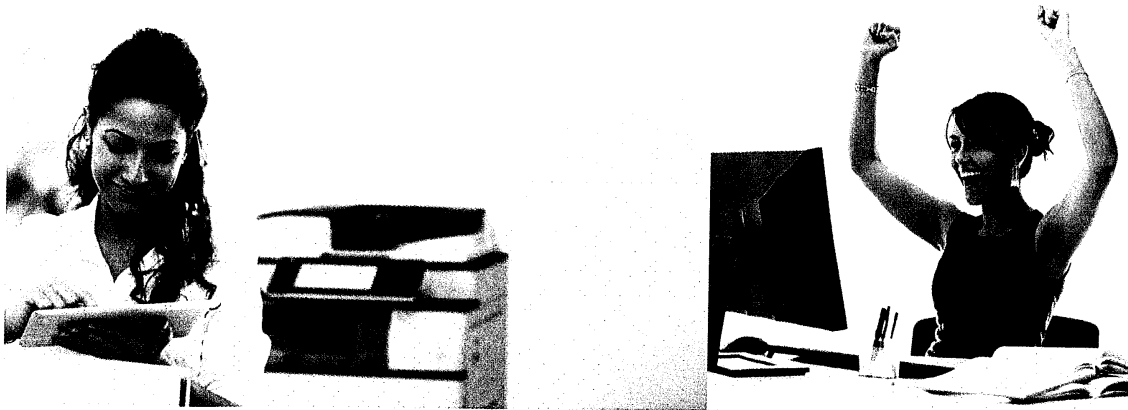


Telephony

WBS Technologies offers longstanding expertise in business communications. The choice and flexibility of our products help companies to connect, collaborate and take care of their customers anywhere, anytime, over any device.



Full Service Maintenance Agreement



Full Service Maintenance Agreement

Covers all parts, drums, rollers, toner and all labor.

Equipment Guarantee

The equipment specified above is conditionally warranted by WBS Technologies, for as long as the above described company shall own the machine provided that it is covered under a WBS Technologies maintenance agreement support program; and the parts for the equipment are available from the manufacturer.

Emergency Response Time Guarantee

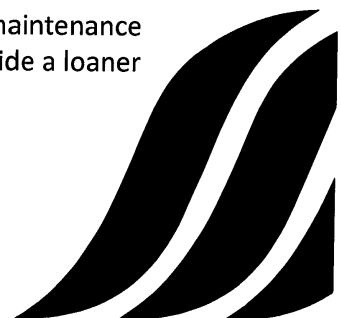
We guarantee to respond to an emergency call within 2 to 4 hours. This guarantee is applicable during normal business hours.

Replacement Guarantee

If the equipment specified above is covered by WBS Technologies maintenance agreement and becomes unrepairable within 36 months from the date of the agreement, we will replace it with a piece of similar or like equipment at no additional charge.

Loaner Protection Plan

If we are unable to repair your equipment covered under this maintenance agreement within 48 business hours of our arrival, we will provide a loaner for your use at no additional cost.

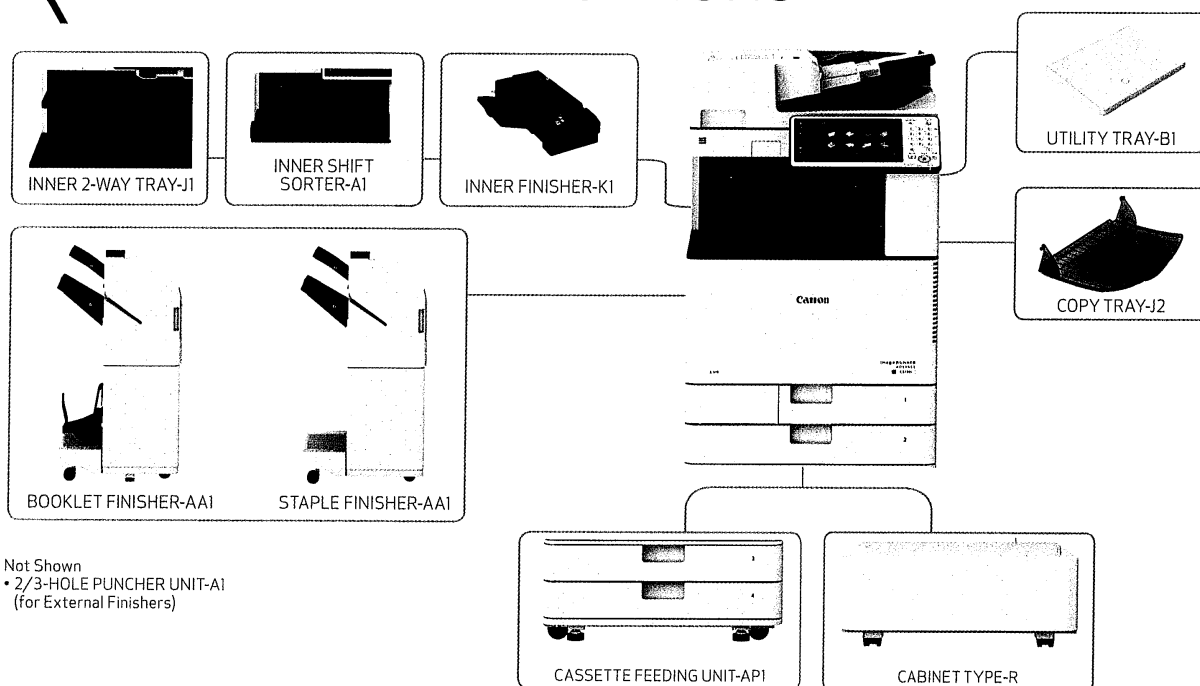


**Town of Pembroke Park
Copier Proposal Analysis
February 20, 2020**

	Lease		Purchase	
	36 Months	48 Months	36 Months	48 Months
Toshiba	\$ 47,262.96	\$ 50,456.64	\$ 41,896.92	\$ 45,786.72
Delta Business Solutions	\$ 40,515.66	\$ 47,556.30	\$ 37,890.90	\$ 42,900.90
WBS Technologies	\$ 44,552.16	\$ 53,354.88	\$ 41,699.40	\$ 45,589.20

The above figures for purchase assume that the town will take out a Maintenance contract with the vendor who is awarded the contract. The cost of maintenance is assuming 15,000 copies of B/W and 5,000 color copies. The usage is based on prior year amounts.

PRODUCT SPECIFICATIONS



Main Unit

Type

Color Laser Multifunctional

Core Functions

Standard: Print, Copy, Scan, Send, Store
Optional: Fax

Processor

Canon Dual Custom Processor (Shared)

Control Panel

10.1" TFT LCD WSVGA Color Flat-panel

Memory

3.0 GB RAM

Hard Disk Drive

Standard: 250 GB

Interface Connection

Network: 1000Base-T/100Base-TX/10Base-T,
Wireless LAN (IEEE 802.11 b/g/n)

Others

Standard: USB 2.0 x1 (Host), USB 3.0 x1 (Host),
USB 2.0 x1 (Device)

Optional: Serial Interface, Copy Control Interface

Paper Capacity (LTR, 20 lb. Bond)

Standard: 1,200 Sheets

Maximum: 2,300 Sheets

Paper Sources (LTR, 20 lb. Bond)

Standard: Dual 550-sheet Paper Cassettes,
100-sheet Stack Bypass

Optional: Dual 550-sheet Paper Cassettes
(CASSETTE FEEDING UNIT-API),

Paper Output Capacity (LTR, 20 lb. Bond)

Standard: 250 Sheets

Maximum: 3,450 Sheets
(with External Finisher and Copy Tray)

Finishing Capabilities

Standard: Collate, Group

With Inner
Shift Sorter: Collate, Group, Offset

With Inner
Finisher: Collate, Group, Offset, Staple, Staple-Free
Staple, Staple On Demand

With External
Finishers: Collate, Group, Offset, Staple, Booklet,
Staple-Free Staple, Staple On Demand, Hole
Punch (Optional)

Supported Media Types

Paper: Thin, Plain, Recycled, Color, Heavy,
Cassettes: Pre-punched, Bond, Transparency,
(1/2): Envelope

Stack Bypass: Thin, Plain, Recycled, Color, Heavy,
Pre-punched, Labels, Bond, Coated,
Transparency, Tracing, Envelope

Cassette
Feeding
Unit-API: Thin, Plain, Recycled, Color, Heavy,
Pre-punched, Bond, Transparency

Supported Media Sizes

Paper: Letter, Executive, Statement-R, Envelope
Cassette 1: [No.10 (COM10), DL, ISO-C5], Custom Size
(5-1/2" x 7-1/8" to 11-3/4" x 8-1/2")

Paper: 12" x 18", 11" x 17", Legal, Letter, Letter-R,
Cassette 2: Executive, Statement-R, Envelope
[No.10 (COM10), Monarch, DL], Custom
Size (5-1/2" x 7-1/8" to 12" x 18")

Stack Bypass: 12" x 18", 11" x 17", Legal, Letter, Letter-R,
Executive, Statement, Statement-R,
Envelope [No.10 (COM10), Monarch-R,
DL, ISO-C5], Envelope Custom Size
(3-7/8" x 3-7/8" to 12-5/8" x 18"),
Custom Size (3-7/8" x 5-1/2" to
12-5/8" x 18"), Free Size (3-7/8" x 5-1/2"
to 12-5/8" x 18")

Cassette
Feeding
Unit-API: 12" x 18", 11" x 17", Legal, Letter, Letter-R,
Executive, Statement-R, Custom Size
(5-1/2" x 7-1/8" to 12" x 18")

Supported Media Weights

Cassettes: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Stack Bypass: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)

Duplexing: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Print/Copy Speed (BW and Color)

C3530i:	Up to 30 ppm (Letter) Up to 20 ppm (Letter-R) Up to 15 ppm (Legal) Up to 15 ppm (11" x 17")
C3525i:	Up to 25 ppm (Letter) Up to 20 ppm (Letter-R) Up to 15 ppm (Legal) Up to 15 ppm (11" x 17")

Warm-up Time

From Power On: 34 Seconds

From Sleep Mode: 10 Seconds

Quick Startup Mode: 10 Seconds¹

Dimensions (W x D x H)

22-1/4" x 29-1/4" x 45-1/5" (565 mm x 742 mm x 1148 mm)²

Installation Space (W x D)

Basic: Stack Bypass + Cassette drawers open:
38-1/2" x 44-1/4" (978 mm x 1123 mm)²

Fully Configured: 63-3/4" x 44-1/4" (1620 mm x 1123 mm)³

Weight

Approx. 213.9 lb. (97 kg)⁴

Print Specifications**Print Resolution (dpi)**

1200 x 1200

Standard Page Description Languages

UFR II, PCL[®]6, Adobe[®] PS[®] 3

Direct Print

Available from USB, Advanced Box, Remote UI, and Web Access⁵

Supported File Types

PDF, TIFF, JPEG, EPS, XPS

Printing from Mobile Devices and Cloud-based Services

A range of software and MEAP-based solutions are available to provide printing from mobile devices or Internet-connected devices and cloud-based services depending on your requirements.

Fonts

PCL fonts: 93 Roman, 10 Bitmap fonts, 2 OCR fonts, Andale Mono WT J/K/S/T (Japanese, Korean, Simplified and Traditional Chinese),⁶ Barcode Fonts⁷

PS fonts: 136 Roman

Operating System⁸

UFR II/PS: Server 2003/Server 2003 R2/Windows Vista[®]/Server 2008/Windows[®] 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10/Server 2016, MAC OS X (10.7 or later)

PCL: Server 2003/Server 2003 R2/Windows Vista/Server 2008/Windows 7/Server 2008 R2/Windows 8/Server 2012/Windows 8.1/Server 2012 R2/Windows 10/Server 2016

Print Features

Suspend Job Timeout, Subset Finishing (PS only), Profile Settings, Secured Print, Forced Hold Printing, Watermark, Page Border, Header/Footer, Page Layout, Two-sided Printing, Collating, Booklet Printing, Grouping, Mixed Paper Sizes/Orientations, Offsetting, Printing on Transparencies, Front/Back Covers, Toner Reduction

Copy Specifications**First-Copy-Out Time (Letter)**

As fast as 5.9 seconds (BW)/8.2 seconds (Color)

Multiple Copies

Up to 999 copies

Copy Exposure

Automatic or Manual (9 Levels)

Magnification

25%-400% (1% Increments)

Preset Reductions

25%, 50%, 64%, 73%, 78%

Preset Enlargements

121%, 129%, 200%, 400%

Basic Copy Features

Preset Reduction/Enlargement Ratios by Area, Paper Setting, Previous Settings, Favorite Settings, Finishing, Two-Sided, Density Adjustment, Original Type Selection, Interrupt Mode, Setting Confirmation/Cancel

Special Copy Features

Book to Two Pages, Two-Sided Original, Finishing, Booklet, Job Build, N on 1, Add Cover, Insert Sheets, Different-Size Originals, Density Adjustment, Original Type Selection, Transparency Cover Sheets, Page Numbering, Copy Set Numbering, Sharpness, Erase Frame, Secure Watermark, Print Date, Shift, Gutter, Print & Check, Negative/Positive, Repeat Images, Job Done Notice, Mirror Image, Copy ID Card, Multi Sheet Feed Detection, Free Size Original, Adjust One-Touch Color, Color Balance, Area Designation

Scan Specifications**Type**

Single-pass Duplexing Automatic Document Feeder

Document Feeder Paper Capacity

150 Sheets (20 lb. Bond)

Document Feeder Supported Media Sizes

11" x 17", Legal, Letter, Letter-R, Statement, Statement-R

Document Feeder Supported Media Weights

BW Original: 13 lb. Bond to 58 lb. Cover (50 to 157 g/m²)

CL Original: 17 lb. Bond to 58 lb. Cover (64 to 157 g/m²)

Platen Acceptable Originals

Sheet, Book, 3-Dimensional Objects [Up to 4.4 lb. (2 kg)]

Pull Scan

Color Network ScanGear2 for both Twain and WIA

Supported OS: Windows Vista/7/8/8.1/10/
Server 2008/Server 2008 R2/
Server 2012/Server 2012 R2

Scan Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200, 200 x 100, 150 x 150, 100 x 100

Scan to Mobile Devices and Cloud-based Services

A range of solutions is available to provide scanning to mobile devices and cloud-based services depending on your requirements.

Scan Speed (Letter)

Single-sided Scanning (BW/Color):

80 ipm (300 dpi)/51 ipm (600 dpi)

Double-sided Scanning (BW/Color):

160 ipm (300 dpi)/51 ipm (600 dpi)

Send Specifications**Destination**

Email/Internet Fax (SMTP), SMB, FTP, WebDAV, Mail Box, Super G3 Fax (Optional), IP Fax (Optional)

Color Mode

Automatic-Color Select (Full Color/Grayscale), Automatic-Color Select (Full Color/Black-and-White), Full color, Grayscale, and Black-and-White

Address Book

LDAP (2,000)/Local (1,600)/Speed dial (200)

Send Resolution (dpi)

600 x 600, 400 x 400, 300 x 300, 200 x 400, 200 x 200, 200 x 100, 150 x 150, 100 x 100

Communication Protocol

File: FTP, SMB, WebDAV

Email/I-Fax: SMTP, POP3, I-Fax (Simple, Full)

File Format

Standard: TIFF, JPEG, PDF (Compact, Searchable, Apply policy, Optimize for Web, PDF A/1-b), XPS (Compact, Searchable), Office Open XML (PowerPoint[®], Word)
Optional: PDF (Trace & Smooth, Encrypted), PDF/XPS (Digital Signature)

Universal Send Features

Original Type Selection, Two-Sided Original, Book to Two Pages, Different-Size Originals, Density Adjustment, Sharpness, Copy Ratio, Erase Frame, Job Build, Delayed Send, Preview, Finished Stamp, Job Done Notice, File Name, Subject/Message, Reply-To, Email Priority, TX Report, Original Content Orientation, Skip Blank Originals, Multi Sheet Feed Detection

Fax Specifications**Maximum Number of Connection Lines**

2

Modem Speed

Super G3: 33.6 Kbps

G3: 14.4 Kbps

Compression Method

MH, MR, MMR, JBIG

Resolution (dpi)

400 x 400, 200 x 400, 200 x 200, 200 x 100

Sending/Recording Size

Statement-R to 11" x 17"

Fax Memory

Up to 30,000 Pages

Speed Dials

Max. 200

Group Dials/Destinations

Max. 199 Dials

Sequential Broadcast

Max. 256 Addresses

Memory Backup

Yes

Fax Features

Original Type Selection, Two-Sided Original, Book to Two Pages, Different-Size Originals, Density for Scanning, Sharpness, Copy Ratio, Erase Frame, Job Build, Specifying the Sender's Name (when sending fax), Sender's Name (TTI), Select Line, Selecting the Telephone Line (when sending fax), Direct Send, Delayed Send, Preview, Finished Stamp, Job Done Notice, TX Report, Multi Sheet Feed Detection

Store Specifications**Mail Box Simple (Number Supported)**

100 User In-boxes, 1 Memory RX In-box, 50 Confidential Fax In-boxes, 30,000 Maximum Pages Stored

Advanced Box

Communication Protocol: SMB or WebDAV

Supported Windows (Windows Vista/7/8/8.1/10)

Client PC:

Concurrent Connections (Max.)

SMB: 64

WebDAV: 3 (Active Sessions)

Advanced Box Available Disc Space

Approx. 16 GB (Standard HDD)

Advanced Box Features:

Disabling Advanced Box, Storage Filtering, Authentication for Advanced Box Log-in, Search Function, Sort Function, Printing a PDF File with a Password, imageWARE Secure Audit Manager Support

Memory Media

Standard: USB

Security Specifications

Authentication

Standard: Universal Login Manager, User Authentication, Department ID Authentication, Access Management System, Device and Function Level Log-in

Optional: uniFLOW

Data

Standard: Trusted Platform Module (TPM), Hard Disk Password Lock, Hard Disk Drive Erase, Mail Box Password Protection, Hard Disk Drive Encryption(FIPS140-2 Validated)

Optional: Hard Disk Drive Removal, IEEE 2600.2 Common Criteria Certification, Data Loss Prevention (Requires uniFLOW)

Network

Standard: IP/Mac Address Filtering, IPsec, TLS Encrypted Communication, SNMP V3.0, IEEE 802.1X, IPv6, SMTP Authentication, POP Authentication before SMTP

Document

Standard: Secure Print, Adobe LiveCycle® Rights Management ES2.5 Integration

Optional: Encrypted PDF, Encrypted Secure Print, User and Device Signatures, Secure Watermarks, Document Scan Locking

Environmental Specifications

Operating Environment

Temperature: 50 to 86 °F

Humidity: 20 to 80 % RH (no condensation)

Power Requirements

120-127V AC 60 Hz, 7.5 A

Plug (Main Unit)

NEMA 5-15P

Power Consumption

Maximum: Approx. 1.5 kWh

Standby: Approx. 44.1 W

Sleep Mode: Approx. 0.8 W*

Typical Electricity Consumption (TEC) Rating:
1.2 kWh (C3530i)
1.0 kWh (C3525i)

Standards

ENERGY STAR® Certified
Rated EPEAT® Gold¹⁰

Consumables

Toner

GPR-53 Toner¹¹

Toner Yield (Estimated @ 5% Coverage)

Black: 36,000 Images

Color (C,M,Y):¹¹ 19,000 Images

Paper Supply Options

CASSETTE FEEDING UNIT-API

Paper: 550 Sheets x 2 Cassettes

Capacity: [20 lb. Bond (80 g/m²)]

Paper Size: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement-R, and Custom Size [5-1/2" x 7-1/8" to 12" x 18" (139.7 x 182.0 to 304.8 x 457.2 mm)]

Paper Weight: 14 lb. Bond to 80 lb. Cover (52 to 220 g/m²)

Power Source: From the Main Unit

Dimensions (W x D x H): 22-1/4" x 24-1/4" x 9-3/4" (565 mm x 615 mm x 248 mm)

Weight: Approx. 35.3 lb. (16 kg)

Output Options

INNER 2-WAY TRAY-L1

Number of Trays: 2

Total Output Capacity: Upper Tray: 100 Sheets
Lower Tray: 250 Sheets

Paper Weight: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)

Paper Size: Standard size: 12" x 18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size (3-7/8" x 3-7/8" to 12-5/8" x 18")
Custom Size (3-7/8" x 5-1/2" to 12-5/8" x 18")

Dimensions (W x D x H): 16-7/8" x 16" x 3" (427 mm x 407 mm x 76 mm)

Weight: Approx. 1.3 lb (0.6 kg)

INNER SHIFT SORTER-AI

Number of Trays: 1

Tray Capacity: Letter/Executive (250 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R/Statement/Statement-R (125 Sheets)

Paper Weight: 14 lb. Bond to 110 lb. Index (52 to 300 g/m²)

Paper Size

Non-Sort: 12"x18", 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Envelope [No.10 (COM10), Monarch, DL, ISO-C5], Envelope Custom Size: 3-7/8" x 3-7/8" to 12-5/8" x 18", Custom Size: 3-7/8" x 5-1/2" to 12-5/8" x 18"

Shift: 11" x 17", Legal, Letter, Letter-R, Executive, Statement, Statement-R, Custom Size: 5-1/2" x 5-1/2" to 11-3/4" x 17"

Dimensions (W x D x H): 21-1/4" x 20-5/8" x 4-1/2" (538 mm x 523 mm x 114 mm)

Weight: Approx. 6.6 lb (3.0 kg)

INNER FINISHER-K1

Number of Trays: 2

Top Tray Capacity: Letter/Statement/Statement-R/Executive (100 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (50 Sheets)

Lower Tray Capacity: Letter/Statement/Statement-R/Executive (500 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (250 Sheets)

Paper Weight: 14 lb. Bond to 110 lb. Index (52 to 300 g/m²)

Staple Position: Corner, Double

Staple Capacity: Corner Staple and Double Staple

Letter/Executive: 50 Sheets (14 to 24 lb. Bond)

11" x 17"/Legal/Letter-R: 30 Sheets (14 to 24 lb. Bond)

Staple-Free Staple

11"x17"/Letter: 5 Sheets (14 to 17 lb. Bond)
4 Sheets (17.3 to 21.7 lb. Bond)
3 Sheets (21.7 to 28 lb. Bond)

Staple On Demand: 40 Sheets [20 lb. Bond (80 g/m²)]

Power Source: From the Main Unit

Dimensions (W x D x H): 23-3/4" x 20-5/8" x 7-3/8" (604 mm x 525 mm x 188 mm)

Weight: Approx. 17.6 lb (8 kg)

STAPLE FINISHER-AA1 (External)

Number of Trays: 2

Top Tray Capacity: Letter/Executive/Statement/Statement-R (250 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (125 Sheets)

Lower Tray Capacity: Letter/Executive/Statement/Statement-R (3,000 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (1,500 Sheets)

Paper Weight

Top Tray: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Lower Tray: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)

Staple Position: Corner, Double

Staple Capacity: Corner Staple and Double Staple

Letter/Executive: 50 Sheets [24 lb. Bond (90 g/m²)]

11" x 17"/Legal/Letter-R: 30 Sheets [24 lb. Bond (90 g/m²)]

Staple-Free Staple: 11"x17"/Letter: 5 Sheets [14 to 17 lb. Bond ((52 to 64 g/m²)]
4 Sheets [17.3 to 21.7 lb. Bond (65 to 81.4 g/m²)]
3 Sheets [21.7 to 28 lb. Bond (81.5 to 105 g/m²)]

Staple On Demand: 50 Sheets [24 lb. Bond (90 g/m²)]

Power Source: From the Main Unit

Dimensions (W x D x H): 25-1/8" x 24-1/2" x 40" (637 mm x 623 mm x 1016 mm)

Weight: Approx. 66.1 lb (30 kg)

BOOKLET FINISHER-AA1 (External)

Number of Trays: 2

Top Tray Capacity: Letter/Executive/Statement/Statement-R (250 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (125 Sheets)

Lower Tray Capacity: Letter/Executive/Statement/Statement-R (3,000 Sheets), 12" x 18"/11" x 17"/Legal/Letter-R (1,500 Sheets)

Paper Weight

Top Tray: 14 lb. Bond to 140 lb. Index (52 to 256 g/m²)

Lower Tray: 14 lb. Bond to 110 lb. Cover (52 to 300 g/m²)

Staple Position: Corner, Double

Staple Capacity: Corner Staple and Double Staple

Letter/Executive: 50 Sheets [24 lb. Bond (90 g/m²)]

11" x 17"/Legal/Letter-R: 30 Sheets [24 lb. Bond (90 g/m²)]

Staple-Free Staple

11"x17"/Letter: 5 Sheets [14 to 17 lb. Bond ((52 to 64 g/m²)]
4 Sheets [17.3 to 21.7 lb. Bond (65 to 81.4 g/m²)]
3 Sheets [21.7 to 28 lb. Bond (81.5 to 105 g/m²)]

Staple On Demand: 50 Sheets [24 lb. Bond (90 g/m²)]

Booklet-Stitch Paper Size: 12" x 18", 11" x 17", Legal, Letter-R, Custom Size [7-3/4" x 10-5/8" to 12" x 18" (195 mm x 270 mm to 304.8 mm x 457.2 mm)]

Booklet-Stitch Staple Capacity: 20 Sheets x 10 Sets [22 lb. Bond (81 g/m²)] [including one cover sheet up to 140 lb. Index (256 g/m²)]

Power Source: From the Main Unit

Dimensions (W x D x H): 25-1/8" x 24-1/2" x 40" (637 mm x 623 mm x 1016 mm)

Weight: Approx. 116.8 lb (53 kg)

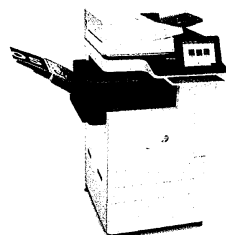
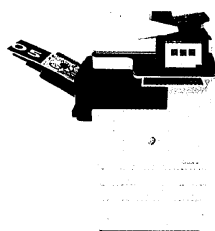
Data sheet

HP Color LaserJet Managed MFP E87640, E87650, E87660



The next generation of quality, productivity, and security

Businesses that stay ahead don't slow down. It's why HP built the next generation of HP Color LaserJet A3 MFPs – to power productivity with a streamlined design that delivers premium colour value, maximum uptime, and the strongest security.¹



Color touchscreen



HP Web Jetadmin



Easy access USB



2-sided printing



Quality laser printing

Big colour. Small cost.

- Print premium, professional-quality documents with vivid colour images and graphics for a low cost.
- Get consistent, professional quality and performance you count on with Original HP toner cartridges and drums.
- Choose from a range of modular accessories designed to adapt to the needs of workgroups of all sizes.

Minimal interruptions. Maximum uptime.

- Avoid interruptions with an HP LaserJet Managed MFP designed to be streamlined for maximum productivity.
- Tailor this MFP to the needs of your business with a wide range of paper-handling accessories.
- Scan files directly to Microsoft® Office 365 and SharePoint, plus email, USB, and network folders.²
- Grab pages and go, without waiting. This HP LaserJet wakes up quickly and prints fast – up to 60 ppm.³

The world's most secure printing⁴

- With HP Sure Start, each printer regularly checks its operating code and repairs itself from attempted hacks.
- Help protect information on your MFP and in transit over the network – store data on the encrypted hard disk.⁴
- Continually monitor to detect and stop attacks, then automatically reboot with run-time intrusion detection.
- Whitelisting checks firmware during startup to help ensure it's authentic, good code – digitally signed by HP.

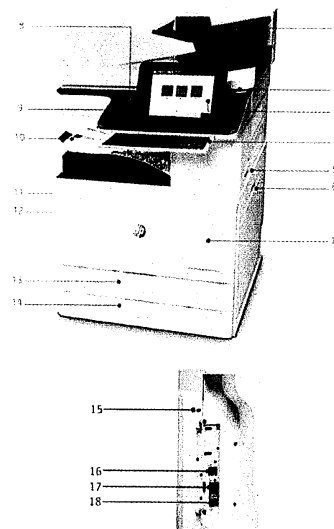
Give workgroups the speed they need

- Help workgroups capture every page easily and detect potential errors or missed pages – every time.⁵
- Enter data more quickly and accurately using the pull-out keyboard.⁵
- Help ensure every scanned document is properly oriented, cropped to size, and greyscale-optimised.
- Load up to 250 pages into the automatic document feeder for fast, unattended scanning.

Product walkaround

HP Color LaserJet Managed Flow MFP E87640z shown

1. 250-sheet automatic document feeder supports media up to A3
2. Flatbed scanner handles sheets up to 297 x 432 mm
3. 20.3 cm colour touchscreen control panel tilts up for easier viewing
4. Pull-out keyboard (Flow MFP E87640z, Flow MFP E87650z, Flow MFP E87660z)
5. Right door (access to the print path)
6. 100-sheet multipurpose tray 1 supports media up to A3
7. Front door access to toner cartridges
8. Hardware Integration Pocket (for connecting accessory and third-party devices)
9. Easy-access USB port
10. 500-sheet output bin
11. Automatic two-sided printing
12. HP Secure High-Performance Hard Disk
13. 520-sheet tray 2 supports media up to A4
14. 520-sheet tray 3 supports media up to A3
15. Slot for cable-type security lock
16. 2 Hi-Speed USB 2.0 Host ports
17. Gigabit Ethernet port
18. Hi-Speed USB 2.0 Device port



Series at a glance



Model	HP Color MFP E87640dn	HP Color MFP E87650dn	HP Color MFP E87660dn	HP Color Flow MFP E87640z	HP Color Flow MFP E87650z	HP Color Flow MFP E87660z
Product number	X3A73A + X3A87A or Z8Z12A	X3A73A + X3A90A or Z8Z14A	X3A73A + X3A93A or Z8Z16A	X3A76A + X3A86A or Z8Z13A	X3A76A + X3A89A or Z8Z15A	X3A76A + X3A92A or Z8Z17A
Functions	Print, copy, and scan (fax and wireless optional)	Print, copy, and scan (fax and wireless optional)	Print, copy, and scan (fax and wireless optional)	Same as E87640dn	Same as E87650dn	Same as E87660dn
Print speed	Up to 40 pages per minute (ppm), A4	Up to 50 pages per minute (ppm), A4	Up to 60 pages per minute (ppm), A4	Same as E87640dn	Same as E87650dn	Same as E87660dn
ADF capacity	250 sheets, supports media up to A3	250 sheets, supports media up to A3	250 sheets, supports media up to A3	Same as E87640dn	Same as E87650dn	Same as E87660dn
Scan speeds	Simplex/duplex: 90 ipm/180 ipm (A4)	Simplex/duplex: 90 ipm/180 ipm (A4)	Simplex/duplex: 90 ipm/180 ipm (A4)	Simplex/duplex: 120 ipm/240 ipm (A4)	Simplex/duplex: 120 ipm/240 ipm (A4)	Simplex/duplex: 120 ipm/240 ipm (A4)
Advanced workflow features	Send to Microsoft® SharePoint®	Send to Microsoft® SharePoint®	Send to Microsoft® SharePoint®	Same as E87640dn, plus: HP EveryPage technology, pull-out keyboard, auto-tone, auto orientation, auto-page-crop, embedded OCR	Same as E87650dn, plus: HP EveryPage technology, pull-out keyboard, auto-tone, auto orientation, auto-page-crop, embedded OCR	Same as E87660dn, plus: HP EveryPage technology, pull-out keyboard, auto-tone, auto orientation, auto-page-crop, embedded OCR
Optional input accessories	2 x 520-sheet Paper Feeder, 2,000-sheet HCL Feeder, 3,000-sheet side-mount HCL Feeder, Printer Cabinet	2 x 520-sheet Paper Feeder, 2,000-sheet HCL Feeder, 3,000-sheet side-mount HCL Feeder, Printer Cabinet	2 x 520-sheet Paper Feeder, 2,000-sheet HCL Feeder, 3,000-sheet side-mount HCL Feeder, Printer Cabinet	Same as E87640dn	Same as E87650dn	Same as E87660dn
Optional output accessories	Stapler/Stacker, Inner Finisher, Hole Punch (2/3, 2/4, and Swedish), Booklet Maker	Stapler/Stacker, Inner Finisher, Hole Punch (2/3, 2/4, and Swedish), Booklet Maker	Stapler/Stacker, Inner Finisher, Hole Punch (2/3, 2/4, and Swedish), Booklet Maker	Same as E87640dn	Same as E87650dn	Same as E87660dn

Accessories, Supplies and Support

Supplies	W9050MC HP W9050MC Black Managed LaserJet Toner 54,000 pages W9051MC HP W9051MC Cyan Managed LaserJet Toner 52,000 pages W9052MC HP W9052MC Yellow Managed LaserJet Toner 52,000 pages W9053MC HP W9053MC Magenta Managed LaserJet Toner 52,000 pages W9054MC HP W9054MC Black Managed LaserJet imaging Drum 160,000 pages W9055MC HP W9055MC Managed LaserJet Imaging Drum 145,000 pages W9058MC HP W9058MC Managed LaserJet Toner Collection Unit
Accessories	Y1G13A HP LaserJet Inner/Booklet Staples Y1G14A HP LaserJet Stapler/Stacker Finisher Staples Y1G16A HP LaserJet Printer Cabinet Y1F98A HP LaserJet Dual Cassette Department Feeder Y1G21A HP LaserJet 2000-sheet HCI Input Tray Y1G20A HP LaserJet 3000 Sheet HCI Dept Tray Y1G00A HP LaserJet Inner Finisher Y1G18A HP LaserJet Stapler/Stacker Finisher Y1G07A HP LaserJet Booklet Finisher Y1G03A HP LaserJet Inner Finisher Hole 2/4 Punch Y1G04A HP LaserJet Inner Finisher Swedish Punch Y1G11A HP LaserJet Hole Punch 2/4 Accessory Y1G12A HP LaserJet Hole Punch Swedish Accessory CC487A HP LaserJet MFP Analog Fax Accessory 500 BSL28A HP Internal USB Ports BSL29A HP High-Performance Secure Hard Disk BSL31A HP Foreign Interface Harness F5562A HP Trusted Platform Module Accessory
Connectivity	J8030A HP Jetdirect 3000w NFC/Wireless Accessory J8031A HP Jetdirect 2900nw Print Server
Service and support	U9L57E HP 1 year Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L58E HP 3 year Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L59E HP 4 year Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L70E HP 5 year Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L78PE HP 1 year Post Warranty Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L79PE HP 2 year Post Warranty Next Business Day Service with Defective Media Retention for Colour LaserJet E876xx MFP Managed U9L74E HP 1 year Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed U9L75E HP 3 year Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed U9L76E HP 4 year Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed U9L77E HP 5 year Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed U9L72PE HP 1 year Post Warranty Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed U9L73PE HP 2 year Post Warranty Next Business Day Parts Exchange Service for Colour LaserJet E876xx MFP Managed

Technical specifications

Model	HP Color MFP E87640dn	HP Color MFP E87650dn	HP Color MFP E87660dn	HP Color Flow MFP E87640z	HP Color Flow MFP E87650z	HP Color Flow MFP E87660z
Product number	X3A73A + X3A87A or Z8Z12A	X3A73A + X3A90A or Z8Z14A	X3A73A + X3A93A or Z8Z16A	X3A76A + X3A86A or Z8Z13A	X3A76A + X3A89A or Z8Z15A	X3A76A + X3A92A or Z8Z17A
Functions	Print, Copy, Scan (fax and wireless optional)					
Control panel	20.3 cm (8.0-in) Colour Graphics Display (CGD) with touchscreen; Rotating (adjustable angle) display; Illuminated Home button (for quick return to the Home menu); USB High-speed 2.0 port; Hardware Integration Pocket; Extended Keyboard					
Print						
Print technology	Laser					
Print speed ¹	Black (A4, normal): Up to 40 ppm; Colour (A4, normal): Up to 40 ppm; Black (A4, duplex): Up to 40 ipm; Black (A3, normal): Up to 20 ppm; Colour (A3, normal): Up to 20 ppm	Black (A4, normal): Up to 50 ppm; Colour (A4, normal): Up to 50 ppm; Black (A4, duplex): Up to 50 ipm; Black (A3, normal): Up to 25 ppm; Colour (A3, normal): Up to 25 ppm	Black (A4, normal): Up to 60 ppm; Colour (A4, normal): Up to 60 ppm; Black (A4, duplex): Up to 60 ipm; Black (A3, normal): Up to 30 ppm; Colour (A3, normal): Up to 30 ppm	Black (A4, normal): Up to 40 ppm; Colour (A4, normal): Up to 40 ppm; Black (A4, duplex): Up to 40 ipm; Black (A3, normal): Up to 20 ppm; Colour (A3, normal): Up to 20 ppm	Black (A4, normal): Up to 50 ppm; Colour (A4, normal): Up to 50 ppm; Black (A4, duplex): Up to 50 ipm; Black (A3, normal): Up to 25 ppm; Colour (A3, normal): Up to 25 ppm	Black (A4, normal): Up to 60 ppm; Colour (A4, normal): Up to 60 ppm; Black (A4, duplex): Up to 60 ipm; Black (A3, normal): Up to 30 ppm; Colour (A3, normal): Up to 30 ppm
First page out ²	Black (A4, ready): As fast as 8.1 sec; Colour (A4, ready): As fast as 9.2 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec	Black (A4, ready): As fast as 7.2 sec; Colour (A4, ready): As fast as 8.3 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec	Black (A4, ready): As fast as 6.9 sec; Colour (A4, ready): As fast as 8.0 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec	Black (A4, ready): As fast as 8.1 sec; Colour (A4, ready): As fast as 9.2 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec	Black (A4, ready): As fast as 7.2 sec; Colour (A4, ready): As fast as 8.3 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec	Black (A4, ready): As fast as 6.9 sec; Colour (A4, ready): As fast as 8.0 sec; Black (A4, sleep): As fast as 20 sec; Colour (A4, sleep): As fast as 20 sec
Print resolution	Black (best): Up to 1200 x 1200 dpi reduced speed; Colour (best): Up to 1200 x 1200 dpi reduced speed					
Monthly duty cycle	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 40,000	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 45,000	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 50,000	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 40,000	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 45,000	Up to 300,000 pages (A4); Recommended monthly page volume: Up to 50,000
Printer smart software features	Quality colour printing for a great value is a smart choice for any business. Produce premium, professional-quality colour documents at a competitive low cost with an HP Colour LaserJet MFP built to make your work—and your business—look its best. Annoying interruptions and complex maintenance can slow down printing, and ultimately, the pace of business. Avoid pauses in productivity with an HP LaserJet MFP designed for maximum uptime, so you can count on reliable results, day in and day out. Only HP Enterprise printers repair themselves from attacks in real time, delivering built-in security to help keep your network safe. Automatically monitor threats, detect intrusions, and validate operating software with security offered only by HP. Accelerate workflow, improve accuracy, and easily connect people throughout your organization. Complete high-volume scan jobs fast—up to 180 ipm—and avoid extra steps with a Flow MFP designed for maximum productivity.					
Standard print languages	HP PCL 6, HP PCL 5c, HP Postscript level 3 emulation, PDF (v 1.7), AirPrint™ compatible					

Model	HP Color MFP E87640dn	HP Color MFP E87650dn	HP Color MFP E87660dn	HP Color Flow MFP E87640z	HP Color Flow MFP E87650z	HP Color Flow MFP E87660z
Product number	X3A73A + X3A87A or Z8Z12A	X3A73A + X3A90A or Z8Z14A	X3A73A + X3A93A or Z8Z16A	X3A76A + X3A86A or Z8Z13A	X3A76A + X3A89A or Z8Z15A	X3A76A + X3A92A or Z8Z17A
Fonts and typefaces	84 scalable TrueType fonts					
Print area	Print margins: Top: 4.2 mm, Bottom: 4.2 mm, Left: 4.2 mm, Right: 4.2 mm; Maximum print area: 311.5 x 448.7 mm					
Duplex printing	Automatic (standard)					
Copy						
Copy speed	Black (A4): Up to 40 cpm; Colour (A4): Up to 40 cpm	Black (A4): Up to 50 cpm; Colour (A4): Up to 50 cpm	Black (A4): Up to 60 cpm; Colour (A4): Up to 60 cpm	Black (A4): Up to 40 cpm; Colour (A4): Up to 40 cpm	Black (A4): Up to 50 cpm; Colour (A4): Up to 50 cpm	Black (A4): Up to 60 cpm; Colour (A4): Up to 60 cpm
Copier specifications	Two-sided copying; Scalability; Image adjustments (darkness, contrast, background cleanup, sharpness); Optimized text/picture (text, mixed, printed picture, photograph); N-Up; N or Z-ordering; Content orientation; Collation; Booklet; ID Scan; Job build, Job storage; Watermark; Stamps; Book mode scans; Erase edges; Automatically detect color/mono; Image preview; Maximum number of copies: Up to 999 copies; Copy resolution: Up to 600 x 600 dpi; Reduce/Enlarge: 25 to 400%					
Scan						
Scan speed ³	Normal (A4): Up to 120 ppm/240 ipm (black and white); Up to 120 ppm/240 ipm (colour); Duplex (A4): Up to 240 ipm (black and white); Up to 240 ipm (colour)	Normal (A4): Up to 90 ppm/180 ipm (black and white); Up to 90 ppm/180 ipm (colour); Duplex (A4): Up to 240 ipm (black and white); Up to 240 ipm (colour)	Normal (A4): Up to 90 ppm/180 ipm (black and white); Up to 90 ppm/180 ipm (colour); Duplex (A4): Up to 240 ipm (black and white); Up to 240 ipm (colour)	Normal (A4): Up to 120 ppm/240 ipm (black and white); Up to 120 ppm/240 ipm (colour); Duplex (A4): Up to 240 ipm (black and white); Up to 240 ipm (colour)		
Scan file format	Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)	Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)	Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A; Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)	Digital Send: PDF, Hi-Compression PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR); Scan to easy access USB: PDF, JPEG, TIFF, MTIFF, XPS, PDF/A, TEXT (OCR), Unicode TEXT (OCR), RTF (OCR), Searchable PDF (OCR), Searchable PDF/A (OCR), HTML (OCR), CSV (OCR); Print from easy access USB: PDF, PS, Print Ready files (.prn, .pcl, .cht)		
Scanner specifications	Scanner type: Flatbed, ADF; Scan technology: Platen Scanner CCD Digital-CIS; Scan input modes: Front panel applications; Copy; E-mail; Fax; Save to network folder; Save to USB; Save to device memory; Open Extensibility Platform (OXP) applications; Twain version: Version 2.1; Duplex ADF scanning: Yes; Optical scan resolution: Up to 600 x 600 dpi					
Scanner Advanced Features	Scan-to-E-mail; Scan-to-network folder (stand alone solution); Scan to Cloud; Scan to USB					
Scannable area	Minimum media size (flatbed): 25 mm; Minimum media size (ADF): 105 x 148 mm					
Bit depth/ Grey scale levels	24-bit / 256					
Digital sending	Standard: Scan to E-mail; Save-to-Network folder; Save-to-USB drive; Send to sharepoint; Send to FTP; Send to sFTP; Send to LAN fax; Send to Internet fax; Local address book; SMTP over SSL; Blank page removal; Edge erase; Auto colour sense; Auto crop to content; Compact PDF; Auto tonescale; Auto orientation; Multi-pick detect; Auto straighten; Auto crop to page; Optional: OCR					
Fax						
Fax ⁴	Optional, 33.6 kbps					
Fax specifications	Fax resolution: Standard: 203 x 98 dpi; Fine: 203 x 196 dpi; Superfine: 203 x 392 dpi or 300 x 300; Quick dialing: Up to 1,000 numbers (each with 210 destinations)					
Processor speed	1.2 GHz					
Connectivity						
Standard	2 Hi-Speed USB 2.0 Host; 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket; 1 Fax modem port					
Optional	HP Jetdirect 3000w NFC/Wireless Accessory J8030A; HP Jetdirect 2900nw Print Server J8031A					
Wireless	No Wireless capabilities standard. There are optional accessories that support Wireless.					
Mobile printing capability ⁵	Yes					
Supported network protocols	IPv4/IPv6; Apple Bonjour Compatible (Mac OS 10.2.4 or higher), SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100, LPD, WS Discovery, IPP, Secure-IPP, IPsec/Firewall; IPv6: DHCPv6, MLDv1, ICMPv6; IPv4: Auto-IP, SLP, Telnet, IGMPv2, BOOTP/DHCP, WINS, IP Direct Mode, WS Print; Other: NetWare NDS, Bindery, NDPS, ePrint; Google Cloud Print 2.0					
Network capabilities	Standard (built-in Gigabit 10/100/1000T Ethernet)					
Hard disk	Two 320 GB Standard, embedded HP High-Performance Secure Hard Disk, total 640GB; AES 256 hardware encryption or greater; Secure erase capabilities (Secure file erase-temporary job files, secure erase-job data, secure ATA erase-disk).					
Memory	Standard: 7 GB; Maximum : 7 GB					
Media handling						
Number of paper trays	Standard: 3; Maximum: 6					
Media types	Plain, HP EcoEfficient, HP Matte 90g, Light 60-74g, Bond, Recycled, HP Matte 105g, HP Matte 120g, HP Soft Gloss 120g, HP Glossy 120g, Mid-Weight 96-110g, Heavy 111-130g, Mid-Weight Glossy 96-110g, Heavy Glossy 111-130g, HP Matte 150g, HP Glossy 150g, Extra Heavy 131-175g, Extra Heavy Glossy 131-175g, HP Matte 200g, HP Glossy 200g, Carstock 176-220g, Card Glossy 176-220g, Light Paperboard 221-255g, Paperboard 256-300g, Heavy Paperboard, Colour Transparency, Labels, Letterhead, Envelope, Heavy Envelope, Preprinted, Prepunched, Coloured					
Media size	Custom (metric): Tray 1: 98 x 139.7 to 320 to 457.2 mm; Tray 2: 98 x 139.7 to 297 to 390 mm; Tray 3: 140 x 182 to 320 x 457.2 mm Supported (metric): Tray 1: A3, A4, A4R, A5, A5R, A6, SRA3, SRA3, Ra4, B4 (JIS), B5 (JIS), Oficio, 8K, 16k, Postcard, Dpostcard (JIS), Envelope B5, Envelope C5, Envelope C6, Envelope DL; Tray 2: A4, A4R, A5, A5R, A6, Ra4, B4 (JIS), B5 (JIS), B6 (JIS), Oficio, 8K, 16k, Envelope B5, Envelope C5, Envelope C6, Envelope DL; Tray 3: A3, A4, A4R, A5, A5R, A6, Ra3, Ra4, B4 (JIS), B5 (JIS), Oficio, 8K, 16k ADF: Oficio; Executive; Statement; Ledger; A3/A4; A4R; A5; A6; B4/B5; 16K; Dpostcard (JIS)					
Media handling	Standard input: 100-sheet multi-purpose tray, 2 x 520-sheet input tray, 520-sheet input tray, 250 sheet ADF Standard output: 500 sheet face-down output bin Optional input: Optional 2,150 sheet tray; Optional 3000 sheet tray ADF: Standard, 250 sheets					
Media weight	Tray 1, 2, 3: 60 to 300 g/m ² ADF: Simplex: 42 to 220 g/m ² ; Duplex: 60 to 220 g/m ²					

Model	HP Color MFP E87640dn	HP Color MFP E87650dn	HP Color MFP E87660dn	HP Color Flow MFP E87640z	HP Color Flow MFP E87650z	HP Color Flow MFP E87660z
Product number	X3A73A + X3A87A or Z8Z12A	X3A73A + X3A90A or Z8Z14A	X3A73A + X3A93A or Z8Z16A	X3A76A + X3A86A or Z8Z13A	X3A76A + X3A89A or Z8Z15A	X3A76A + X3A92A or Z8Z17A
Input capacity	Tray 1: Sheets: 100; Envelopes: 40 Tray 2: Sheets: 520; Envelopes: 40 Tray 3: Sheets: 520 Maximum: Up to 6,140 sheets ADF: Standard, 250 sheets					
Output capacity	Standard: Up to 500 sheets Envelopes: Up to 40 envelopes Maximum: Up to 3,250 sheets					
Compatible operating systems	Android, Linux Boss (5.0), Linux Debian (7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6), Linux Fedora (22, 23, 24), Linux Mint (17, 17.1, 17.2, 17.3, 18), Linux Red Hat Enterprise (6.0, 7.0), Linux SUSE (13.2, 42.1), Linux Ubuntu (12.04, 14.04, 15.10, 16.04, 16.10), OS macOS 10.12 Sierra, OS X 10.10 Yosemite, OS X 10.11 El Capitan, UNIX, Windows 10 all 32/64-bit editions (excluding RT OS for Tablets), Windows 7 all 32/64-bit editions (excluding RT OS for Tablets), Windows Vista all 32bit editions, Windows XP SP3 32-bit editions					
Compatible network operating systems	Citrix MetaFrame Presentation Server 3.0, Citrix MetaFrame XP Presentation Server (Feature Release 1, 2, and 3), Citrix on Windows Server 2003/2003 R2, Citrix on Windows Server 2008/2008 R2/2008 R2 SP1 Citrix on Windows Server 2012/2012 R2, Citrix Presentation Server 4.0/4.5, Citrix XenApp 5.0 (Plus Feature Pack 2 & 3) for Windows Server 2008 Terminal Services 32/64-bit, Citrix XenApp 6.0/6.5, (for Windows Server 2008 R2 Terminal Services, 32/64-bit) Citrix XenApp 6.0/6.5/7.5, (for Windows Server 2008 R2 SP1 Terminal Services, 32/64-bit) Citrix XenApp 7.5, (for Windows Server 2012 and 2012 R2 Citrix XenDesktop 7.0/7.5, (for Windows Server 2008 R2 Terminal Services, 32/64-bit) Citrix XenDesktop 5.6/7.0/7.5, (for Windows Server 2008 R2 SP1 Terminal Services, 32/64-bit) Citrix XenDesktop 7.0/7.5, (for Windows Server 2012 and 2012 R2 Terminal Services, 64-bit) Novell NetWare 6.5/SP8 Novell Clients http://www.novell.com/iprint, Novell iPrint Appliance v1.0, Novell Open Enterprise Server 11/SP1, Novell Open Enterprise Server 2 for Linux, Novell Servers http://www.novell.com/iprint, Windows Server 2003/2003 R2 32/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Terminal Services), Windows Server 2008 R2 64-bit (SP1/SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2008 32/64-bit (SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2012/2012 R2 64-bit (SP1/SP2) Standard/Enterprise (+ Cluster & Terminal Services), Windows Server 2008/2008 R2 32/64-bit (SP1/SP2) Standard/Enterprise/Datacenter (+ Essential/Datacenter (+ Cluster & Terminal Services), Windows Server 2016/ 64-bit Standard/					
Minimum system requirements	Windows: 200 MB available hard disk space, CD-ROM or DVD drive, or Internet connection, dedicated USB or network connection or Wireless connection, OS hardware requirements see http://www.microsoft.com; Mac: 1 GB available hard drive space; Internet; See http://www.Apple.com; USB					
Software included	HP Connected, HP Device Experience (DXP), HP PCL 6 Printer Driver, HP Software Installer/Uninstaller, Mac OS Welcome Screen (Directs users to http://www.123.hp.com or OS App Source for printer software), Online user manuals					
Security management	Management security: SNMPv3, SSL/TLS, WPA2-Enterprise, 802.1X authentication (EAP- PEAP, EAP-TLS), IPP over TLS, IPsec/Firewall with Certificate, Pre-Shared Key Authentication, and Kerberos Authentication; Support for WJA-10 IPsec Configuration using IPsec Plug-in					
Printer management	Printer Administrator Resource Kit for HP Universal Print Driver (UPD Active Directory Administrator Template, Add Print Model to Comments, AutoUpgradeUPD, Driver Configuration Utility, Driver Deployment Utility, HP Managed Printing Administration, PRNCON.EXE, HPPRLOG, Migrate-Server-Tools, UpdateNow, Remove Plug and Play Drivers); HP Web Jetadmin Software, Resource Kit for HP Web Jetadmin (HP SNMP Proxy Agent, HP WS Pro Proxy Agent); HP JetAdvantage Security Manager					
Dimensions and Weight						
Printer dimensions (W x D x H)	Minimum: 585 x 771.1 x 932.2 mm; Maximum: 1194 x 1676 x 775 mm					
Package dimensions (W x D x H)	831 x 685 x 1053 mm					
Printer Weight	113.1 kg					
Package weight	131.6 kg					
Operating environment	Temperature: 15 to 30°C, Humidity: 20 to 80% RH					
Storage	Temperature: -10 to 40°C, Humidity: 10 to 80% RH					
Acoustics	Acoustic power emissions: 6.5 B(A) printing color simplex using A4 paper at 40 ppm, Acoustic pressure emissions: 49 dB(A) printing color simplex using A4 paper at 40 ppm	Acoustic power emissions: 6.6 B(A) printing color simplex using A4 paper at 50 ppm, Acoustic pressure emissions: 49 dB(A) printing color simplex using A4 paper at 40 ppm	Acoustic power emissions: 6.7 B(A) printing color simplex using A4 paper at 60 ppm, Acoustic pressure emissions: 49 dB(A) printing color simplex using A4 paper at 40 ppm	Acoustic power emissions: 6.5 B(A) printing color simplex using A4 paper at 40 ppm, Acoustic pressure emissions: 49 dB(A) printing color simplex using A4 paper at 40 ppm	Acoustic power emissions: 6.6 B(A) printing color simplex using A4 paper at 50 ppm, Acoustic pressure emissions: 50 dB(A) printing color simplex using A4 paper at 50 ppm	Acoustic power emissions: 6.7 B(A) printing color simplex using A4 paper at 60 ppm, Acoustic pressure emissions: 49 dB(A) printing color simplex using A4 paper at 40 ppm
Power ⁶	Requirements: Input voltage: 220 to 240 Vac (+/- 10%), 50/60 Hz (+/- 3 Hz); Power supply type: Internal (Built-in) power supply					
Certifications	CISPR 22:2008 (International) - Class A, CISPR 32: 2012 (International) - Class A, EN 55032: 2012 (EU) - Class A, EN 61000-3-2: 2014, EN 61000-3-3: 2013, EN 55024: 2010, EMC Directive 2014/30/EU, other EMC approvals as required by individual countries Energy Star; Blue Angel; EPEAT silver					
What's in the box	Engine; TCU; Drums; Assy-Color WG Nameplate and Label; Power Cords; Assembly-CD WW; Hardware install and setup documentation; Support flyers. DOES NOT INCLUDE TONER					
Warranty	90 day parts only. Extended Warranty and support options vary by product, country and local legal requirements. Go to http://www.hp.com/support to learn about HP award winning service and support options in your region.					

Footnotes

¹ Based on HP review of 2016 published security features of competitive in-class printers. Only HP offers a combination of security features that can monitor to detect and automatically stop an attack then self-validate software integrity in a reboot. For a list of printers, visit <http://www.hp.com/go/PrintersThatProtect>. For more information: <http://www.hp.com/go/printersecurityclaims>.

² Requires an Internet connection to the printer. Services may require registration. App availability varies by country, language, and agreements. For details, see <http://www.hpconnected.com>.

³ Measured using ISO/IEC 24734, excludes first set of test documents. For more information, see <http://www.hp.com/go/printerclaims>. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

⁴ Some features require additional purchase. A FutureSmart service pack update may be required to activate security features. Learn more at <http://www.hp.com/go/printsecurity>.

⁵ Feature available only on the Z bundles.

Technical specifications disclaimers

¹ Measured using ISO/IEC 24734, excludes first set of test documents. For more information see <http://www.hp.com/go/printerclaims>. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

² Measured using ISO/IEC 17629. For more information see <http://www.hp.com/go/printerclaims>. Exact speed varies depending on the system configuration, software application, driver, and document complexity.

³ Scan speeds measured from ADF. Actual processing speeds may vary depending on scan resolution, network conditions, computer performance, and application software.

⁴ Based on standard ITU-T test image #1 at standard resolution and MMR encoding, the HP fax device can transmit at 3 sec/page for 34V and 6 sec/page for 17V

⁵ Optional Wireless Direct and Wireless

⁶ Power requirements are based on the country/region where the printer is sold. Do not convert operating voltages. This will damage the printer and void the product warranty.



Windows 10



<http://www.hp.com/uk>

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Published in EMEAEE, March 2017



Finance Director

From: Finance Director
Sent: Thursday, January 30, 2020 11:21 AM
To: 'Michael Dempsey'
Cc: Mark Pakula
Subject: Toshiba Contracts
Attachments: DOC013020.pdf

Michael,

Attached are the contracts that I was able to locate for the 2 copiers that the Town has with Toshiba. They informed me that the term of the lease began when the units were delivered which was in January 2017 so the lease will end in January 2021.

Here is what the usage was for the last year for each copier:

Admin:

B&W - 66,789

Color - 41,147

Finance:

B&W - 71,013

Color - 5,191

Thanks,

Harry Taubenfeld
Finance and Budget Director
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
Tel. 954-966-4600, ext. 232
Fax. 954-961-4760
htaubenfeld@townofpembrokepark.com

-----Original Message-----

From: upstairs toshiba copier [mailto:toshiba@copier.admin.com]
Sent: Thursday, January 30, 2020 11:09 AM

To: Finance Director <financedirector@townofpembrokepark.com>
Subject: Send data from MFP11827499 01/30/2020 11:09

Scanned from MFP11827499
Date:01/30/2020 11:09
Pages:7
Resolution:400x400 DPI

Please do not reply.

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

e-STUDIO™ 2515Ac/3015Ac/3515Ac

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	25/30/35 PPM (LT)
First Copy Out	Color: 7.8/7.7/8 Seconds Monochrome: 5.9/5.9/5.9 Seconds Approx. 20 Seconds
Warm-Up Time	600 x 600 dpi
Copy Resolution	3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
Stack Feed Bypass	Up to 999 Copies
Multiple Copying	Standard 1,200 Sheets/Max. 3,200 Sheets
Paper Capacity	Optional 300-Sheet DSD/ or 100-Sheet RADF
Original Feed	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond
Scan Speed & Weights	RADF Scan: Up to 73 IPM (Monochrome or Color), Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
Max. Original Size	LD
Paper Feed Sizes	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only
Paper Weights	Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-100 lb Cover Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550 Sheets Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-17 lb-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Duplex	25% to 400%
Reproduction Ratio	Max. 75K/90K/105K Month (Color: 100%) Max. 150K/180K/210K Month (Monochrome: 100%)
Max Duty Cycle	Approx. 172 lb
Weight	23" (W) x 25.2" (D) x 31" (H)
Approx. Dimensions	CMY: 33.6K, K: 38.4K @ 5%
CMYK Toner Yield	120 Volts, 50/60 Hz, 12 Amps
Power Source	Maximum 1.5kW (120V)
Power Consumption	Intel Atom™ 1.33 GHz (Dual-Core)
CPU	4GB
Memory	320GB Self-Encrypting Drive
Hard Disk Drive	

e-BRIDGE Next: Print Specifications

PDL	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
Print Speed	25/30/35 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (5 bit), 1,200 x 1,200 dpi (Color/2 bit) or 3,600 (Equivalence) x 1,200 dpi (BW/with Smoothing) (PS3 Only)
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (BI-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows Server® 2016, Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13 RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed) Optional IEEE802.11b/g/n, Wireless LAN, Optional Bluetooth
Interface	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Wireless Device	TopAccess, EPM 6.30 (e-BRIDGE Fleet Management Software)
Device Management	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/ Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Account Control	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts
Accessibility Features	



Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable
e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC
Address Filtering (10 Sets), Network Service Control, Network Port Control,
SMB Packet Signing, SSL/TLS (I-HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS,
SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/
IEC15408)* with HCD-PP v1.0, IEEE802.1X (Wired/Wireless), Digital Signature
for Client Utilities, Password Policy, Password Lock, Password Expiration,
Self Testing, Job Access Control, Log Access Control for Job Log, Security
Stamp, Role Based Access Control, Secure PDF, Digital Signature for
Firmware Update, Integrity Check Function, Image Log, Card Authentication,
NFC Authentication
*Conformance with HCD-PPv1.0 in High Security Mode.
ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65
WHQL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®,
SAF, AirPrint® and Mopria®

Environmental Stds. Certification

Scan Specifications

Scan Speed	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADF Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/ABIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options		Accessory Tray		GR1330
DSD/	MR4000	Panel 10-Key Option		GR1340
RADF	MR3031	Card Reader Holder		GR1320
Platen Cover	KA5005PC	USB Hub		GR1310
Additional Paper Options		Meta Scan Enabler		GS1010
Paper Feed Pedestal	KD1058	IPsec Enabler		GP1080
Drawer Module	MY1048	Unicode Font Enabler		GS1007
Envelope Cassette Option	MY1049	Embedded OCR Enabler		
Large Capacity Feeder	KD1059LT	Per Seat License		GS1080
Finishing Options		Multi-Station Print Enabler		
Inner Finisher	MJ1042	Per Seat License		GS1090
50-Sheet Staple Finisher	MJ1109	SharePoint® Connector		GB1440
Saddle-Stitch Finisher	MJ1110	Exchange Connector		GB1450
Hole Punch Unit for MJ1042	MJ6011	Google Docs™ Connector		GB1540
Hole Punch Unit for MJ1109/MJ1110	MJ6105	Hardcopy Security Printing		GP1190A
Bridge Kit	KN5005	FIPS HDD		GE1230
Job Separator	MJ5015	Monotype Font Option		GB2050
Connectivity/Security Options		Miscellaneous Options		
FAX Unit/2nd Line for FAX Unit	GD1370N	Stand		STAND5005
Wireless LAN/Bluetooth	GN4020	Accessible Arm		KK2550
Hardcopy Security Printing	GP1190A	Work Tray		KK5005
Bluetooth Keyboard	GR9000	Manual Pocket		KK5008
		Harness Kit for Coin Controller		GQ1280

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Inv. Code 22340 3515AC Series Brochure 5K PG 8/18

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East Coast

Midwest

South

West Coast

Web Site



TOWN OF PEMBROKE PARK

BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-003

DATE: February 7, 2020
TO: Todd V. Larson, Public Services Director
FROM: Miguel A. Núñez, Building Official 
RE: **MONTHLY STATUS REPORT – JANUARY 2020**

At this time, I would like to submit the Building Department Monthly Status Report for the above referenced period (attached).

As always, if you have further questions or comments, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Cc: Newall Daughtrey, Assistant Town Manager
Harry Taubenfeld, Finance and Budget Director
Malen Martell, Interim Deputy Clerk
File.

Building Department

Monthly Status Report

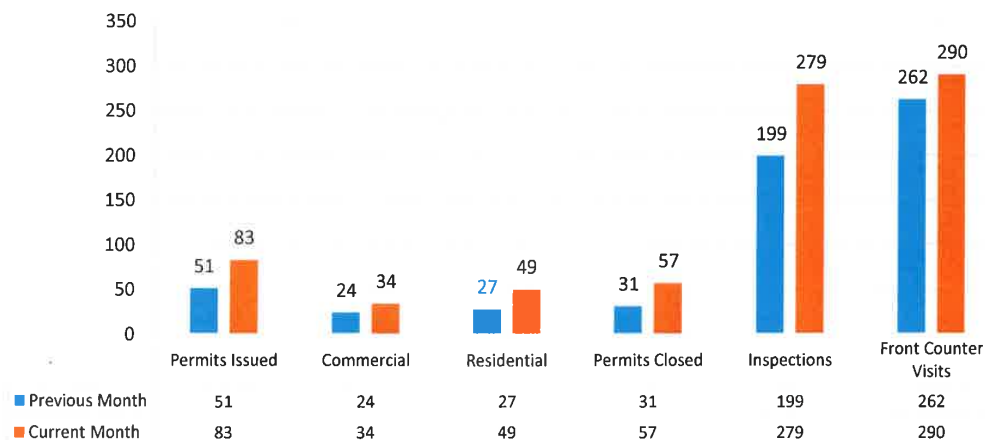
January 2020

Summary:

During this reporting period, the Building Department staff continues to receive praise from our developers, contractors and residents, due the constant personalize assistance in the permitting process, and meeting availability.

In addition, the Code Enforcement unit was added to the Building Department responsibilities, and at this time, processes, and procedures are being develop; in addition to a building/code combined weekly meeting for staff coordination, training and coaching.

By the Numbers:

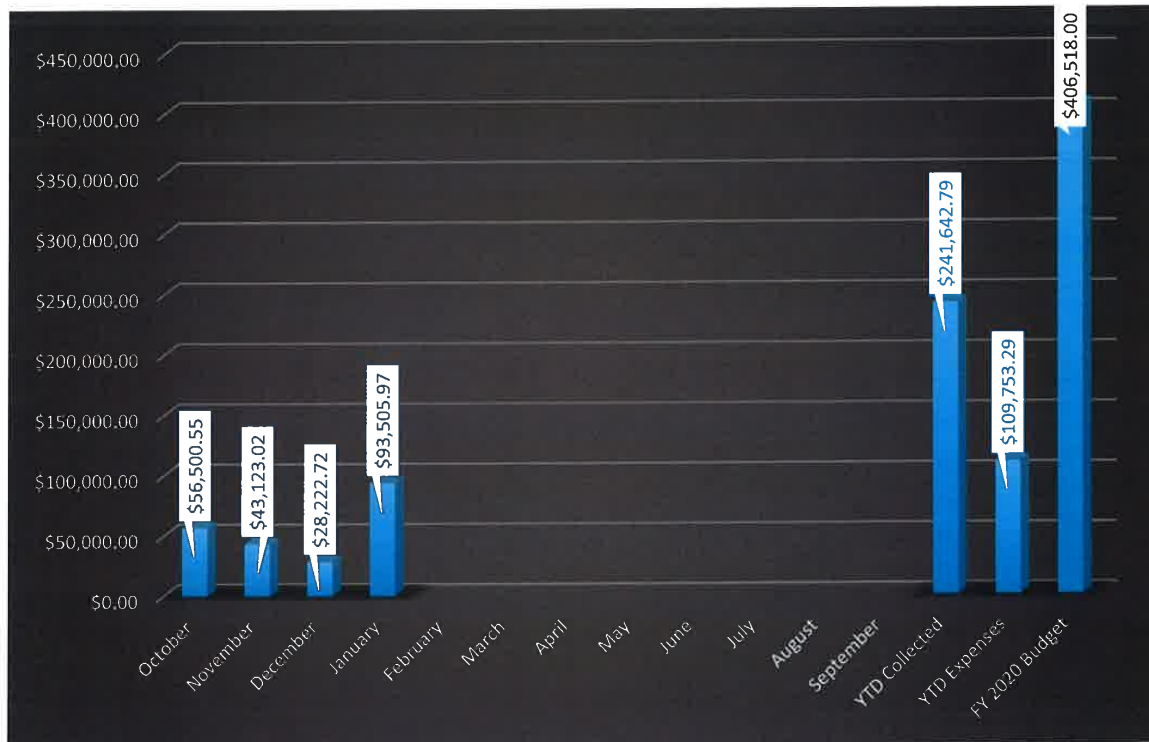


During this reporting period the Building Department increased the number of permits issued and Front Counter Visits increased from the previous reported period. Also, inspections were as follows: Structural = 109, Mechanical = 52, Electrical = 65 and Plumbing 53 for a total of 279 Inspections.

Revenue:

During this reporting period the Building Department and the new Fiscal Year (FY20) associated disciplines (Structural, Electrical, Plumbing and Mechanical) have collected \$241,642.79. In addition, we can inform

that as of-to-date the Building Department expenses are approximate \$109,753.29 see chart below for graphical information:



Large Construction Projects Summary:

	Not Started	In Progress	No Action	Completed
--	-------------	-------------	-----------	-----------

Status	Project	Description	Notes
	Seneca Town Center		
	Building 1	Building Shell (Structure)	Completed.
	<i>Unit 100</i>	Tenant Improvement	Completed.
	<i>Unit 200</i>	Tenant Improvement	Submitted for Plans Review second cycle and waiting for resubmittal after comments were rendered.
	<i>Unit 300</i>	Tenant Improvement	Submitted for Plans Review second cycle and waiting for resubmittal after comments were rendered.
	<i>Unit 800</i>	Tenant Improvement	Completed
	Building 2	Building Shell (Structure)	Submitted for Plans Review Third cycle and waiting for resubmittal after comments were rendered. Meetings

			were held with Architect and developer to review comments.
	Building 3	Building Shell (Structure)	Submitted for Plans Review Second cycle and waiting for resubmittal after comments were rendered.
	Building 4	Building Shell (Structure)	Completed.
	<i>Unit 100</i>	Tenant Improvement	Completed
	<i>Unit 300</i>	Tenant Improvement	Completed
	<i>Unit 400</i>	Tenant Improvement	Completed
	Coca-Cola	Various Improvements	Currently under the inspections process.
	Value Store It	6 Story Storage Building	Completed
	Pembroke Plaza	Shopping Center Building	Currently under the plan review process.

Additional Comments:

In addition to the above reported items, the Building Department has processed numerous additions, renovations, alterations for the Single-Family Residences (SFR), Townhomes (TH); Commercial Tenant Improvements (TI), and Mobile Homes (MH) for repairs, exterior additions and new installations.

Status Report for department of Code enforcement For the month of 01/16/2020 to 02/15/2020

Status update of Code Enforcement Cases

Code Enforcement Case #	Address	Created	Doc.Type	Assigned Officer
4717	1708 SW 31 AVE, PEMBROKE PARK, FL 33009	2/11/2020	Affidavit	J. Ramirez
4904	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - BAY 3	2/11/2020	Affidavit	J. Ramirez
4874	4050 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	2/11/2020	NOH	J. Louis
4877	2954 SW 30 AVE, PEMBROKE PARK, FL 33009	2/11/2020	NOH	J. Louis
4878	2930 SW 30 AVE, PEMBROKE PARK, FL 33009	2/11/2020	NOH	J. Louis
4886	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 #Between Lot 221 & 223	2/11/2020	NOH	J. Louis
4889	5100 SW 41 ST, PEMBROKE PARK, FL 33023 201	2/11/2020	NOH	J. Ramirez
4889	5100 SW 41 ST, PEMBROKE PARK, FL 33023 201	2/11/2020	NOH	J. Ramirez
4890	3930 PEMBROKE RD, PEMBROKE PARK, FL 33021	2/11/2020	NOH	J. Louis
4891	4200 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	2/11/2020	NOH	J. Louis
4930	2037 SW 31 AVE, PEMBROKE PARK, FL 33009 #2059 SW 31 Ave	2/11/2020	NOV	J. Louis
4931	3080 PEMBROKE RD, PEMBROKE PARK, FL 33009	2/11/2020	NOV	J. Louis
4630	3000 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009	2/10/2020	NOH	J. Louis
4556	W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	2/7/2020	NOH	J. Ramirez
4624	3180 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	2/7/2020	NOH	J. Ramirez
4644	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #B9-B10	2/7/2020	NOH	J. Ramirez
4645	2401 JOHN P LYONS LN, PEMBROKE PARK, FL 33009 #B25-26 - Diaz Design Productions Inc	2/7/2020	NOH	J. Ramirez
4751	2037 SW 31 AVE, PEMBROKE PARK, FL 33009 #Multiskills, LLC-2069 SW 31 Street	2/7/2020	NOH	J. Ramirez
4773	2701 S PARK RD, PEMBROKE PARK, FL 33009 #102 David Drive	2/7/2020	NOH	J. Ramirez
4906	3184 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009- 527 Lakeshore Drive	2/7/2020	NOV	J. Ramirez
4906	3184 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 - 527 Lakeshore Drive	2/7/2020	NOV	J. Ramirez
4903	2620 SW 51 TER, PEMBROKE PARK, FL 33023 26-1	2/6/2020	NOV	J. Ramirez
4903	2620 SW 51 TER, PEMBROKE PARK, FL 33023 26-1	2/6/2020	NOV	J. Ramirez

4601	2641 S PARK RD, PEMBROKE PARK, FL 33009 -2649 S Park Rd	2/5/2020 NOH	J. Ramirez
4601	2641 S PARK RD, PEMBROKE PARK, FL 33009 -2649 S Park Rd	2/5/2020 NOH	J. Ramirez
4896	4400 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 - Unit 1	2/5/2020 NOV	J. Ramirez
4902	2831 SW 56 AVE, PEMBROKE PARK, FL 33023	2/5/2020 NOV	J. Louis
4907	4520 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023 #Bay 14	2/5/2020 NOV	J. Louis
4894	3196 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 -30 W Lake Dr	2/4/2020 NOV	J. Ramirez
4880	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 101 Lori Lane	1/30/2020 NOV	J. Ramirez
4880	2701 S PARK RD, PEMBROKE PARK, FL 33009- - 101 Lori Lane	1/30/2020 NOV	J. Ramirez
4881	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 103 Lori Lane	1/30/2020 NOV	J. Ramirez
4881	2701 S PARK RD, PEMBROKE PARK, FL 33009 -103 Lori Lane	1/30/2020 NOV	J. Ramirez
4882	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 105 Lori Lane	1/30/2020 NOV	J. Ramirez
4882	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 105 Lori Lane	1/30/2020 NOV	J. Ramirez
4883	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 107 Lori Lane	1/30/2020 NOV	J. Ramirez
4883	2701 S PARK RD, PEMBROKE PARK, FL 33009 -107 Lori Lane	1/30/2020 NOV	J. Ramirez
4884	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 109 Lori Lane	1/30/2020 NOV	J. Ramirez
4885	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 111 Lori Lane	1/30/2020 NOV	J. Ramirez
4885	2701 S PARK RD, PEMBROKE PARK, FL 33009 -111 Lori Lane	1/30/2020 NOV	J. Ramirez
4887	2701 S PARK RD, PEMBROKE PARK, FL 33009 -113 Lori Lane	1/30/2020 NOV	J. Ramirez
4887	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 113 Lori Lane	1/30/2020 NOV	J. Ramirez
4888	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	1/30/2020 NOV	J. Ramirez
4888	5100 SW 41 ST, PEMBROKE PARK, FL 33023 306	1/30/2020 NOV	J. Ramirez
4892	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 107 Lori Lane	1/30/2020 NOV	J. Ramirez
4578	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	1/29/2020 Supp Order	J. Ramirez
4578	5590 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33023	1/29/2020 Supp Order	J. Ramirez
4555	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 120 Lori Lane, Lot 66	1/29/2020 Final Order	J. Ramirez
4555	2701 S PARK RD, PEMBROKE PARK, FL 33009 - 120 Lori Lane, Lot 66	1/29/2020 Final Order	J. Ramirez
4564	3140 W HALLANDALE BEACH BLVD, PEMBROKE PARK, FL 33009 - Lot 815	1/29/2020 Final Order	J. Ramirez

Incidents

- 1 Behan Park - 2901 SW 25th Street - Cars parking on sidewalk
- 2 Feather banners removed along corridors of Hallandale Beach Blvd & Pembroke Road
- 3 Azure Villas - Overgrown vegation

- 4 SW 30th Avenue - Parking of Semi Trucks and Trailers stickered with warning notice
- 5 SW 38th Avenue and 25th Street - Vehicles parking along swale stickered with warning notice
- 6 SW 41st Street - Semi truck Trailer stickered with warning notice

Complied Issues

Before



2550 SW 30th Avenue - Portable Container was removed from site



3000 SW 30th Avenue - Portable Container was removed from site

After





4520 W. Hallandale Beach Blvd - Graffiti on back of wall



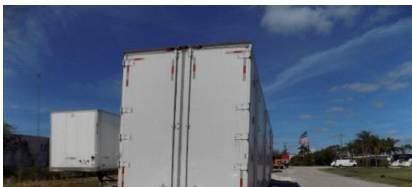
4520 W. Hallandale Beach Blvd - removal of feather banners along boulevard



4520 W. Hallandale Beach Blvd - removal of feather banners and balloons



SW 30th Avenue (north side between Hallandale & Pembroke Road) - Semi Trucks removed





SW 30th Avenue (north side between Hallandale & Pembroke Road) trailers were removed



4200 W. Hallandale Beach Blvd - Portable container and abandon vehicle removed

Meetings

- 1 Code Board Hearing Scheduled for February 27th 2020



TOWN OF PEMBROKE PARK

3150 S.W. 52ND AVENUE · PEMBROKE PARK, FLORIDA 33023 · BROWARD (954) 966-4600 · FAX (954) 966-5186

Ashira Mohammed
Mayor

January 15, 2019

Howard P. Clark, Jr.
Vice Mayor

Georgina Cohen,
Clerk/Commissioner

Christopher J. Ryan
Town Attorney

Bogdan Vitas
Interim

Town Manager

Mr. Keith Martin, President
Professional Firefighters Association of South Florida
3389 Sheridan Street, #147
Hollywood, Florida 33021

RE: Office Lease Town Hall - Suite 203

To Whom It May Concern:

We are pleased to provide the Professional Firefighters Association of South Florida with an original executed office lease for your records. The Town has retained the other original on file with the Town Clerk's Office for future reference. Prior to your move in date please reach out to Mr. Todd Larson, Public Services Director and he will provide you with access to the building and keys to the office space leased on the second floor. Please remit the annual \$10.00 lease payment to the Town at the time of move in to the Business Tax Office located on the first floor. We look forward to having the PFA South Florida as a new tenant and a long lasting relationship!

Should you have questions regarding this matter please feel free to contact me or Mr. Larson.

Sincerely,

Bogdan Vitas
Interim Town Manager

C: Mayor Ashira Mohammed, Vice Mayor Howard Clark, Town Clerk Georgina Cohen
Town Attorney, Administrative Services Director, Public Services Director, Finance
and Budget Director, Billing Administrator

Enclosure (1)

OFFICE LEASE

THIS Office Lease ("Lease") is made between TOWN OF PEMBROKE PARK, a Florida municipal corporation, whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023, identified as Lessor, and PROFESSIONAL FIREFIGHTERS ASSOCIATION OF SOUTH FLORIDA COMMUNITY OUTREACH, INC., a Florida not-for-profit corporation, whose address is 3389 Sheridan Street, #147, Hollywood, FL 33021, identified as Lessee.

WITNESSETH, that in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, Lessor herein leases to the Lessee, the premises located at:

3150 SW 52 Avenue
Suite 203
Pembroke Park, Florida 33023

To have and to hold the same unto Lessee on the following terms and conditions:

1. The premises shall be used and occupied by the Lessee as a general business office and for no other purpose or use whatsoever from the date of execution of this Lease for the term of one (1) year, and for the agreed base rent of \$10.00 for the entire one (1) year term.
2. The payment is to be made to the Lessor on the first day of the lease term without demand at the office of Lessor at 3150 SW 52 Avenue, Pembroke Park, Florida 33023.
3. The Lessee shall not assign this Lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any structural or exterior alterations thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.
4. All personal property placed or moved into the premises shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to the personal property, or to the Lessee arising from the breakage or leaking of water pipes, or from fire, rain, windstorm, or any other loss whatsoever, or from any act of negligence of any co-Lessee or occupants of the building or of any other person whomsoever.
5. The Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and town government and of any and all

Wm Lessee's Initials
Am Lessor's Initials

their departments and bureaus applicable to the premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with the premises during the lease term.

6. In the event the premises shall be destroyed or damaged by fire, windstorm or other casualty during the term of this Lease, whereby the same shall be rendered untenable, then the Lessor shall have the right to render the premises tenantable by repairs within 180 days therefrom. If the premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

7. The faithful observance of the terms of this Lease, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of this Lease, shall at the option of the Lessor, work a forfeiture of this Lease, and all of the rights of the Lessee hereunder.

8. If the Lessee shall abandon the premises before the end of the term of this Lease, the Lessor may, at its option, forthwith cancel this Lease upon seven days prior written notice.

9. In any action or claim arising out of the terms, conditions or performance of this Lease, whether by lawsuit or otherwise, the prevailing party shall be entitled to a reasonable attorney fee. The parties agree that any legal action arising from this agreement shall be filed exclusively in Broward County, Florida.

10. Lessor agrees it will pay the expense for electricity, water and sewer, the maintenance and repair of the exterior building, roof, and the air conditioning system servicing the building, the ad valorem real estate taxes for the property, the janitorial services for the common areas, lawn and garden services, and the expense for garbage removal. Lessee is responsible to maintain the interior of its leased premises. Lessee shall not place or store any equipment, inventory, refuse or any other material in the hallways, stairwells or other common areas of the leased premises.

11. The Lessee hereby pledges and assigns to the Lessor all the fixtures, equipment, goods and chattels of Lessee which shall or may be brought or put on the premises, as security for the payment of the rent herein reserved, and Lessee agrees that the lien may be enforced by distress, foreclosure or otherwise at the election of Lessor, and Lessee does hereby agree to pay Lessor's reasonable attorneys fees, together with all costs and charges therefore incurred or paid by the Lessor for enforcement of this pledge and assignment.

km Lessee's Initials

Am Lessor's Initials

12. In the event of the sale or long term lease of all or any part of the property requiring the premises, the parties hereby agree this Lease shall remain in full force and effect. Lessee shall give Lessor notice and must obtain Lessor's approval in writing prior to any remodeling, altering or demolishing of all or part of the premises. The Lessor's approval for remodeling and altering the premises may be withheld in Lessor's sole discretion.

13. The Lessor, or any of its agents, shall have the right to enter the premises during all reasonable hours, to examine the premises and to make such repairs as may be necessary for the safety, comfort, or preservation thereof, or of the office building, or to exhibit the premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease, or to the rules and regulations of the office building. Lessor shall give Lessee reasonable notice of any intent to enter the premises and Lessee shall have the right to be present at said entry.

14. Lessee hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain the premises in the same condition, order and repair as they are at the commencement of the Lease term, excepting only reasonable wear and tear arising from the use thereof under this agreement, and to make good to the Lessor immediately upon demand, any damage caused by any act or neglect of Lessee, Lessee's invitees, or of any person or persons in the employ or under the control of the Lessee.

15. The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or other person resulting from the carelessness, negligence, or improper conduct on the part of the Lessee or its agents, or employees.

16. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of the lease term, the Lessor is hereby irrevocably authorized at its option to forthwith cancel this Lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease.

17. This Lease shall bind the Lessor and Lessee, and their assigns or successors and the parties, heirs, assigns, personal representatives, or successors.

18. Time is of the essence with regard to all the terms of this Office Lease.

km Lessee's Initials

Am Lessor's Initials

19. Written notice mailed by certified mail/return receipt requested or express mail delivery to the premises leased hereunder shall constitute sufficient notice to the Lessee to comply with the terms of this Lease, and all written notice by certified mail/return receipt requested or express mail delivery to Lessor shall be sent to Town of Pembroke Park, 3150 SW 52 Avenue, Pembroke Park, Florida 33023.

20. The rights of the Lessor under this Lease agreement shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

21. Any charges against the Lessee by the Lessor for services or for work done on the premises by order of the Lessor or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.

22. Any sign erected or installed by Lessee must be approved by the Lessor.

23. **RADON GAS NOTIFICATION:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon gas and radon gas testing may be obtained from the county public health unit.

24. Lessee is prohibited from placing paper towels or any other material other than toilet paper in the restroom toilets. In the event the sewer line is blocked due to paper towels or other materials other than toilet paper placed in the toilets by Lessee, its employees or its customers, then the Lessee shall pay the expense for plumbing services to remove any blockage. Any plumbing bills due pursuant to this clause shall be considered additional rent due immediately from the Lessee.

25. Lessee shall provide general liability insurance in an amount not less than \$500,000 for Lessee's use and occupancy of the premises, and the Lessor shall be named in the policy as an additional insured. Lessee shall furnish a copy of the insurance declaration sheet to Lessor upon execution of this Lease and shall furnish Lessor with a copy of any and all renewals and amendments to the insurance policy.

26. The subject premises are leased in "AS IS" condition, and no warranties, expressed or implied, are made by Lessor with respect to the condition of the premises other than such Lessor warranties as are provided in this Office Lease.

 Lessee's Initials
 Lessor's Initials

27. If the Lessee makes any structural changes to the premises, it will do so only with the written permission of the Lessor and at the expiration of this Lease, Lessee will restore the premises to the same condition as at the time of the execution of this Lease.

28. In the event any Lessee payment to Lessor by check or draft is returned by the bank due to insufficient funds or funds not otherwise available to honor the check or draft, then Lessee shall pay an additional \$100.00 for each occurrence which shall be considered additional rent.

29. Provided Lessee is not in default of the terms of this Lease, Lessee shall be entitled to the peaceful and quiet use and enjoyment of the subject premises for the term of this Lease and any option period. Lessee agrees the premises shall not be used for any illegal or immoral purposes and shall not permit any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort and peace of the other Lessees in the office building.

30. Lessee shall not permit any contractors or materialmen to place any mechanic's lien against the leased premises. All improvements to the leased premises performed by the Lessee shall be bonded off so that no contractor liens are placed against the premises.

31. Lessor shall, at all times during the term of this Lease, maintain in full force and effect a policy or policies of comprehensive public liability insurance insuring against any covered loss, damage or liability for injury to or death of persons occurring in upon or on the parking areas, driveways, entrances and other areas used in common by all Lessees of the office building.

32. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of rent, nor any other provisions contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

33. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Lessor and Lessee acknowledge that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or Lessor shall not be employed in the interpretation of this Lease.

34. Each provision performable by Lessee shall be deemed both a covenant and condition. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

 Lessee's Initials
 Lessor's Initials

35. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed by Lessor and Lessee that there shall be absolutely no personal liability on the part of Lessor, or its successor, or any partners or corporate shareholders or officers or directors of Lessor, or its successor, with respect to any of the terms, conditions and covenants of this Lease, and that Lessee shall look solely to the interest of Lessor in the office building for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any terms, conditions and covenants of this Lease to be observed or performed by Lessor.

36. All obligations of Lessee to pay rent or to perform any act after the termination of this Lease shall survive such termination.

37. Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force, pertaining to the Lessee or its use of the premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Lessee shall indemnify, defend and save Lessor harmless from penalties, fines, costs, expenses or damages resulting from Lessee's failure to perform its obligations in this paragraph.

38. The parties hereby waive trial by jury in any proceeding brought by either of the parties hereto against the other arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the premises, and/or any claim for injury or damage.

39. This Lease shall not be recorded in the public records of Broward County or any other county, and if Lessee shall record this Lease or a memorandum of this Lease, then such act shall be a default by Lessee of this Office Lease.

40. The leased premises are located in Pembroke Park Town Hall and may only be accessed by entry through the main entrance on the ground floor. All visitors entering Pembroke Park Town Hall must check in at the security desk at the main entrance. All guests or invitees (non members of Lessee's organization) must be escorted by a member of Lessee's organization when they are using the common area corridors and restroom facilities located in Pembroke Park Town Hall.

Lessee is permitted access to the premises during the hours of 8:00 am to 10:00 pm, Monday through Friday. Lessee may be permitted to use the Town Commission Chambers for Lessee's meeting purposes upon prior approval of Town Manager. Lessee must submit a written request to the Town Manager at least one (1) week prior to the date of intended use of Town Commission Chambers for review by Town Manager.

 Lessee's Initials
 Lessor's Initials

41. Lessee shall indemnify and save harmless and defend Lessor, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatsoever kind or nature arising out of error, omission or negligent act of Lessee, its agents, servants or employees in the use of the leased premises and Pembroke Park Town Hall common areas under this Lease, together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

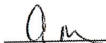
Lessee further agrees to indemnify, save harmless, and defend Lessor, its agents, servants, and employees from and against any claim, demand, cause of action or proceeding of whatsoever kind or nature arising out of any misconduct of Lessee not included above and for which Lessor, its agents, servants, and employees are alleged to be liable together with all costs, expenses, and liabilities incurred in connection with each such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through appellate, supplemental, and bankruptcy proceedings.

Lessee's obligations under the above indemnification sections shall survive the expiration, termination or cancellation of this Lease until the expiration of any applicable Statute of Limitation for any such claim, demand, cause of action or proceeding of whatsoever kind.

IN WITNESS WHEREOF, the parties have made and executed this Lease on the respective dates under each signature.

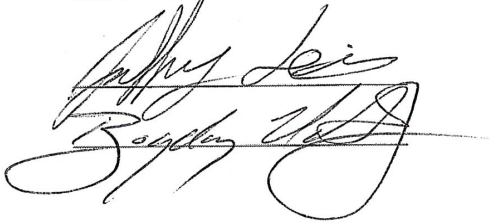
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 Lessee's Initials

 Lessor's Initials

Signed and delivered in the presence of:

Lessor Witnesses:



Lessor:

TOWN OF PEMBROKE PARK, a Florida municipal corporation

By:

ASHIRA MOHAMMED, Mayor

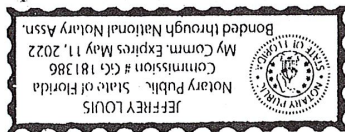
Date

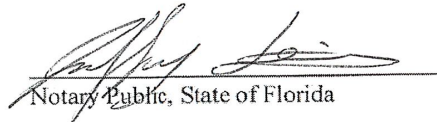

1/14/19

STATE OF FLORIDA)

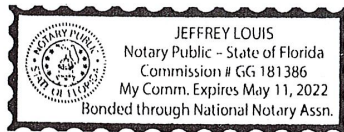
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 14 day of January, 2019, by ASHIRA MOHAMMED, Mayor of TOWN OF PEMBROKE PARK, a Florida municipal corporation, on behalf of the corporation, who is personally known to me.




Notary Public, State of Florida

My Commission Expires:



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 Lessee's Initials
 Lessor's Initials

Lessee Witnesses:

Britney Sandoval
Kaylah McKenzie

Lessee:

PROFESSIONAL FIREFIGHTERS ASSOCIATION
OF SOUTH FLORIDA COMMUNITY OUTREACH,
INC., a Florida not-for-profit corporation

By: [Signature] 1/11/19
Date

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of January, 2019,
by Keith Martin of PROFESSIONAL FIREFIGHTERS ASSOCIATION OF SOUTH
FLORIDA COMMUNITY OUTREACH, INC., a Florida not-for-profit corporation, on behalf of the
company. He is personally known to me or has produced _____ as
identification.

[Signature]
Notary Public, State of Florida

My Commission Expires:



L:\Lisette\Chris\Town of Pembroke Park\Office Lease.wpd

[Signature] Lessee's Initials
[Signature] Lessor's Initials

- (c) Perform administrative reviews; and advise and consult with the Town Manager and Town Commission.
 - (d) Prepare the summarized monthly project status report to the Town Commission.
 - (e) Evaluate the projects in accordance to the given budget.
 - (f) Evaluate his or her staff based on the department's requirements and criteria.
 - (g) Monitor the working progress of their staff and other employees; thus create an alternative plan if employees received a low evaluation grade from upper management.
 - (h) Conduct performance reviews, hiring new employees, and handling disciplinary measures.
 - (i) Assist in the development of protocol for hiring outside vendors, and other public staff members.
 - (j) Attend all Town Commission meetings.
 - (k) Serve as Emergency Operations Manager for the Town Emergency Operations center, assisting staff with the training and preparations for emergencies.
 - (l) Assist in the grant process by searching for grants, applying for grants, and supervising the administration of grants.
 - (m) Assist the Town Engineer in the preparation of project descriptions.
 - (n) Monitor the activities of various sub-departments within the Public Services Division.
- (Ord. No. 18-06-02, § 4, 6-29-18)

DIVISION 5. TOWN MANAGER*

Sec. 2-91. Office created.

There is hereby created the office of Town Manager for the Town of Pembroke Park.
(Ord. No. 91-5-1, § 1, 5-8-91; Ord. No. 99-8-1, § 1, 8-11-99)

Sec. 2-92. Appointment.

The Town Manager shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission. The Town Manager shall be the administrative head of the municipal government answerable to and under the direction of the Town Commission. The Town Manager shall be chosen solely on the basis on his or her executive and administrative qualifications. The Town Manager shall serve the Town on a full time basis, and shall not be or become engaged in any other

***Editor's note**—Ord. No. 91-5-1, §§ 1—4, adopted May 8, 1991, enacted provisions pertaining to a town manager. Such provisions have been included by the editor as Div. 4, §§ 2-91—2-94.

occupation during his or her term of office. The Town Manager shall not serve on any committee, board, or as an officer of any enterprise, compensated or not, while in the Town's service, except by approval of the Town Commission by resolution.

(Ord. No. 91-5-1, § 2, 5-8-91; Ord. No. 99-8-1, § 2, 8-11-99; Ord. No. 18-08-01, § 1, 8-8-18)

Sec. 2-93. Compensation.

The Town Manager shall be paid such compensation as may be authorized by resolution of the Town Commission.

(Ord. No. 91-5-1, § 3, 5-8-91; Ord. No. 99-8-1, § 3, 8-11-99; Ord. No. 18-08-01, § 2, 8-8-18)

Sec. 2-94. Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

- (a) The Town Manager is in charge of and responsible for overseeing the Town's compliance with including, but not limited to, all federal, state, county and local laws, statutes, ordinances, resolutions, policies and procedures.
- (b) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
- (c) To attend all meetings of the Commission.
- (d) To oversee the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
- (e) To keep the Commission fully advised as to the financial condition, management, governance and related needs of the Town.
- (f) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
- (g) The Town Manager is in charge of, responsible for, and accountable to the Town Commission for the day to day operations of all departments, and shall prepare a written monthly report to the Town Commission as to the operations of same.
- (h) To perform research and prepare reports as may be assigned by the Commission.
- (i) To conduct management and cost studies on Town activities and make recommendations for revision where necessary.
- (j) To serve as the affirmative action program coordinator.
- (k) To assist the Town staff and Town consultants in making application for Federal and State grants as directed by the Commission.
- (l) To maintain liaison and communication with other local governments and other levels of government as directed by the Town Commission.
- (m) To coordinate the activities of all department and division heads to ensure the efficient operation of the Town government as directed by the Commission.

- (n) To keep the Town Commission fully advised as to the financial conditions and needs of the Town at such times and in such detail as necessary, but at a minimum on a monthly basis.
 - (o) The Town Manager shall prepare and submit an annual budget to the Town Commission for its consideration.
 - (p) To investigate and determine whether purchases of current supplies and contractual services are made in accordance with regulations prescribed by state law, Town charter and ordinance, and whether competitive procurement procedures are maintained in a fair and impartial manner.
 - (q) To hold such staff meetings and perform such other functions as are required to carry out the duties as outlined above.
 - (r) To perform such other duties as may be required of him or her by ordinance, resolution, or other direction of the Commission.
- (Ord. No. 91-5-1, § 4, 5-8-91; Ord. No. 99-8-1, § 4, 8-11-99; Ord. No. 18-08-01, § 3, 8-8-18)

Sec. 2-95. Town Commission interactions.

The Town Commission reserves the right to consult with the Town Manager, and department and division heads as deemed necessary by the Town Commission. The Town Commission may appoint Commissioners to serve as lead Commissioners to work with staff on various issues or projects from time to time.

(Ord. No. 18-08-01, § 4, 8-8-18)

DIVISION 6. ADMINISTRATIVE SERVICES DIRECTOR

Sec. 2-96. Office created.

The position of Administrative Services Director for the Town of Pembroke Park is hereby created.

(Ord. No. 18-06-01, § 1, 6-29-18)

Sec. 2-97. Appointment.

The Administrative Services Director shall be appointed and designated by the Town Commission by resolution, and shall serve in the office at the pleasure of the Town Commission.

(Ord. No. 18-06-01, § 2, 6-29-18)

Sec. 2-98. Compensation.

The Administrative Services Director shall be paid such compensation as may be authorized by the Town Commission.

(Ord. No. 18-06-01, § 3, 6-29-18)



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

February 13, 2020

Broward County City Manager's Association (BCCMA)
City of Coconut Creek
4800 W. Copans Road
Coconut Creek, FL 33063
Attn: Bernadette Hughes

Re: Agreements for the Consolidated E911 Regional System

Municipal Managers:

At the BCCMA January meeting, County staff presented proposed amendments to the Participation Agreement and Regional Interlocal Agreement, among other things, the amendments are to align the performance standards and engagement process with the Operator Agreement the County has with the Broward Sheriff's Office. After the presentation, the audience had the opportunity to ask questions and, as committed, County responses to those questions and the updated Participation Agreement are attached.

It should be noted, following the meeting, County staff transmitted the digital version of the presentation, the proposed amendments to the Participation Agreement, a matrix which includes the rationale behind the proposed amendments as well as the County website links to all existing regional agreements. The aforementioned items, along with the attached responses, allow for review and approval of the proposed amendments by your respective commissions.

If you have any questions, please contact me or Tracy Jackson, Director of Regional Emergency Services and Communications at 954-357-3908.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bertha Henry" or "for B. Henry".

Bertha Henry
County Administrator

Attachments

Cc: Broward County Board of County Commissioners
Monica Cepero, Deputy County Administrator
Alphonso Jefferson, Jr., Assistant to the County Administrator
Andrew Meyers, County Attorney
Tracy Jackson, Director, Regional Emergency Services and Communications

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

Page 1 of 1



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF ____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

RECITALS

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be April 1, 2020.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); Operational Review Teams (ORTs) are responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

Amendments to the Participation Agreements

5. Article 2, Definition, of the Participation Agreement is amended as follows:
 - 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.
 - ~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~
 - ~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a

Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

2.3 Base Level of Services. The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) dispatch operators are supervised on a ratio of not less than 6:1 (supervisor to dispatch operators); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

* * *

2.12 Non-Emergency Call. The term "Non-Emergency Call" shall mean a call received ~~in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

2.16 Participating Communities. The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ a Agreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System in substantially the form of this Agreement, as amended.

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

4.1 County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System. ~~The System shall operate subject to the control, internal operating rules and regulations of County. County, Operator, and Participating Communities~~ agrees to comply with the requirements of the applicable Management

Control Agreements relating to ~~COUNTY operation of the Regional Public Safety Infrastructure at Host PSAP(s).~~

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator.~~ **Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.** County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of the Fire Chiefs and the Police Chiefs of the Participating Communities and shall review and**

recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards.** City agrees to comply with any enforcement actions required by these policies and procedures ~~for,~~ **including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.

17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.

18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

Broward County – ILA Radio Network
Fire Station Alerting System DMARC
 RF-SI – Fire Station Alerting System
 Logical Network Design Overview Broward County Radio System
 Broward County/City Responsibilities



IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ____ day of ____, 2020, and MUNICIPALITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2020

(Signature)

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

(Print Name of Witness)

By _____
René D. Harrod (Date)
Deputy County Attorney

RDH
02/10/2020
First Amendment Participation Agreement
#343020.13

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

AND

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND THE CITY OF ____ PROVIDING FOR COOPERATIVE PARTICIPATION IN A
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF _____

CITY CLERK

By: _____
CITY MAYOR

Print Name

____ day of _____, 20____

I HEREBY CERTIFY that I have approved
this First Amendment as to form and legal
sufficiency subject to execution by the Parties:

City Attorney

EXHIBIT C

Engagement Process¹

Step 1: Issue Identification and Proposed Resolution

- 1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.
- 2) Issues would be considered first by the existing Operational Review Team (ORT).
 - a) Each law enforcement and fire rescue agency would have a representative on the ORT. Typically, the ORT would meet by discipline as is current practice – law enforcement or fire rescue.
 - b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.
 - i) If the issue only involves a single agency, the issue would move to subparagraph 4.
 - c) Each ORT group should be chaired by a uniformed member determined by the respective Association. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.
- 3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.
- 4) The ORT would recommend approval or denial of the item.
- 5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.
- 6) BSO and County would consider the item under the following guidelines:
 - a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

¹ For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

Step 2: Approval by End-Users

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

Step 3: Escalation to Chief Administrative Officers

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all three stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

Step 4: Implementation

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of each of (1) the Fire Chiefs Association and (2) the Police Chiefs Association constitutes approval of the item.

BCCMA E-911 Participation Agreement Presentation Questions

1. What was the base level of service benchmarked against to arrive at 60% availability (0.4 Erlangs)?

Staffing a radio communications workstation addresses how much workload can be accommodated on a single channel monitored by a single dispatcher. Fitch examined the maximum radio channel workload question with significant effort. The Base Level service criteria was set by Fitch using a combination of an assessment of the system's current radio workload performance, and practices employed elsewhere in the telecommunications and emergency services fields. For example, high-performing EMS systems often attempt to ensure 50% to 60% availability, while the IAFF had historically recommended fire-based EMS units maintain 60% availability.

Accordingly, the following was recommended as the *base level of service* for radio workstations:

A single radio talk group, staffed with a single radio operator, should not exceed during any 4-hour block a weighted 0.4 Erlangs and during that same 4-hour block a weighted Answer Delay of 10 seconds or greater at the 97th percentile.

2. What determines that a radio channel has too much availability and needs to be consolidated?

The County's goal is for an effective systems that's also efficient. If a radio channel was found to have less than the level of workload defined above (*the base level*), then it was considered as a candidate to be consolidated. When examining the opportunity to consolidate a given radio channel with another, the combined workload of the two channels was assessed to determine if it exceeded the 0.4 Erlang workload and answer delay levels described above. If either benchmark was exceeded, consideration for consolidating the two radio channels was rejected.

3. For cities that contract with BSO for police or fire, do they have actual representation on the governance committees or are they underrepresented?

Each law enforcement and fire rescue agency has a seat at the table for voting. BSO represents the cities for which contract services are provided. We encourage you to review the bylaws for each of the governance boards.

4 . What are the disadvantages of waiting for cities to discuss and agree on what the base level of service is before signing the Participation Agreement?

The Participation Agreement addresses multiple issues, including the base level service to assure principles for fiscal responsibility and efficiency are included while keeping operational effectiveness intact.

5. How may a city find out where they currently stand regarding the base level of service?

The summary of recommended radio channel consolidations, inclusive of each city, is reflected in the Figures at the bottom of page 18 and the top of page 19 of the Fitch final phase III report, which can be accessed at the following url:

<http://www.broward.org/CommunicationsTechnology/Documents/LetterandFINALPhaseIIIReportonRegional911fromFITCHandAssociates3218.pdf>

As discussed during the meeting, the County will be contracting with Fitch and Associates to update the information in the report which may cause the data to change. This will allow for stakeholders to discuss the radio consolidation portion with updated information.

6. What is the cost if a city does not want to be at the base level of service?

The opportunity does exist for individual agencies to request a higher level of service than the base level of service. The cost would be determined based on the incremental cost of the service being requested, inclusive of personnel costs and any additional equipment, if necessary.

7. Are cities subject to paying for additional channels due to consolidation?

No, as long as cities are within the base level of service they will not be requested to pay for additional service.



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

February 18, 2020

To: Municipal Managers

Subject: Closest Unit Response Launches on March 2, 2020

Dear Municipal Managers:

After years of planning, more than \$93 million in capital expenditures on the purchase and installation of new equipment and infrastructure, and thousands of hours invested in dispatcher and responder training, another goal of Broward County's Regional 911 system is about to be achieved – Closest Unit Response (CUR), which was approved by voters in 2002.

On March 2, 2020 at 9AM, Closest Unit Response will be activated in the cities of Sunrise and Lauderhill. That will be followed by a launch in North Lauderdale, Oakland Park and Tamarac on March 16th, and a launch in Fort Lauderdale on March 30th. In all, eighty-seven (87) front-line fire rescue vehicles have been equipped with new computers to support Closest Unit Response. We are working with the six (6) municipalities and emergency service providers to plan a community-wide media launch of this Phase 1 accomplishment on March 3, 2020. Details to come.

Broward County's new Computer Aided Dispatch (CAD) system, installed in March 2017 with an investment of \$5.3 Million is at the heart of this new capability. **If an equipped, capable, and available Fire Rescue unit is within two (2) minutes of a life-threatening emergency**, the CAD system uses GPS to locate and automatically dispatch that unit to that emergency, no matter the jurisdiction. If an incident requires more than one fire rescue unit, the closest unit will respond, supplemented by unit(s) from that municipality's jurisdiction.

We know that Closest Unit Response will save lives. In just the first twenty-four (24) hours during a pilot of the system, two lives were saved thanks to Closest Unit Response – a victim of cardiac arrest, and an unconscious person. As we all know, minutes matter and seconds count when lives are at stake.

Sincerely,


Bertha Henry
County Administrator

Attachment: [CUR Training Bulletin and Priority 1 Incident Description](#)

cc: Board of County Commissioners
Monica Cepero, Deputy County Administrator
Tracy Jackson, Director, Regional Emergency Services and Communications



FIRE CHIEF'S ASSOCIATION OF BROWARD COUNTY

Mutual Aid & Communications Committee

TRAINING BULLETIN

March 2, 2020 @ 0900- Closet Unit Response Activation

Background:

With the latest advancements in technology, additional capabilities are available when it comes to selection and dispatching of Fire Rescue units across Broward County. The latest Broward County Regional PremierOne Computer Aided Dispatch (CAD) system has the ability to dispatch units utilizing the Global Positioning System (GPS) that is installed on each Fire Rescue Frontline Vehicle. The system is also known as Automatic Resource Locator (ARL) or Automatic Vehicle Locator (AVL). The goal of the ARL/AVL system is to provide the geographically closest unit, instead of the traditional zone order. While the concept of Closest Unit Response (CUR) is not new (there have been successful pilot projects among five (5) municipalities in Broward County), the regionalized activation of CUR in Broward County is new. Therefore, all agencies will need to fully understand the long-term goals of the system and expect that optimization of the program will be necessary over the next several months.

Dispatch Procedure:

The P1 CAD system will default to the ARL/AVL recommendation for specific incident types that have been identified by the Fire Chief's Association of Broward County (FCABC). The remaining incident types will follow a traditional CAD run-card recommendation.

The P1 CAD ARL/AVL system is currently set to a **two (2) minute**, Estimated Time of Arrival (ETA) around the incident which means any available and capable units within a **two (2) minute** ETA will be recommended to a signal type requiring an ARL/AVL response. As the program matures, Broward County and the FCABC will maintain periodic meetings to refine the system settings accordingly. The communications professionals in the Regional Communication Centers have the ability to exercise discretion if an override of the system recommendations is required.

Unit Status:

Maintaining unit status becomes very important using this type of system. Units that are available and capable will become recommended by the ARL/AVL system. For example, units that are in station should be using the **'ST-IN STATION'** status. Using the **'ST-IN STATION'** status will provide more accurate recommendations when multiple units in the station have the capability to fulfill a recommendation. In these circumstances, the **'ST-IN STATION'** status takes into consideration the station location rather than the ARL/AVL of 'which unit is closest to the bay door'. Please forward any questions or perceived errors to your supervisor.

Personnel/Unit Procedure:

Ensure the Mobile Data Terminal (MDT) is operational at all times. **Rebooting the MDT once a day is a best practice and the single most effective method of reducing computer errors.** Personnel should maintain a high level of situational awareness regarding their unit status, location and proximity to calls for service that may be issued to them.

Upon launch of the CUR program, and while optimization of the system and refinements are underway, units are discouraged from engaging in a debate with the dispatcher. **Any feedback regarding the CUR program should be forwarded to the respective agencies designated supervisor.**



FIRE CHIEF'S ASSOCIATION OF BROWARD COUNTY
Mutual Aid & Communications Committee

CLOSEST UNIT RESPONSE INCIDENT TYPES

Type	Incident Description	Priority
S25BF	Boat Marine Fire	1
S25BFO	Boat Marine - Fire (Ocean)	1
S25BFW	Boat Marine - Fire (Inland/Coastal)	1
S25CF	Commercial Structure Fire	1
S25CFH	Commercial Structure Fire With Haz-Mat	1
S25CSC	Confined Space/Structure Collapse	1
S25ENT	Extrication/Entrapped (Machinery - Non MVA)	1
S25GL	Gas Leak/Gas Odor	1
S25HAR	High Angle Rescue (above or below grade)	1
S25HR	Heavy Rescue/Technical Rescue	1
S25HF	High Rise Fire	1
S25HH	High Hazard Structure Fire	1
S25MF	Multifamily Structure Fire (Greater than 5 units)	1
S25OF	Outside Fire	1
S25RS	Residential Fire	1
S25TF	Tank Fire	1
S25TRD	Train and Rail Collision/Derailment	1
S25TRF	Train and Rail Fire	1
S25VFC	Vehicle Fire (Commercial-Tankers, Semi-Trucks)	1
S25VFT	Vehicle Fire in Tunnel	1
S25WR	Water Rescue	1
S26	Drowning	1
S26OW	Open Water Drowning	1
S33	Shooting	1
S34	Stabbing	1
S4OW	Accident in Open Water	1
S44	Boat Marine Accident	1
S44OW	Open Water Boat/Marine Accident	1
S451	Aircraft Alert 1	1
S452	Aircraft Alert 2	1
S453	Aircraft Alert 3	1
S453W	Alert 3 Inland/Coastal	1
S453O	Alert 3 Ocean	1
S4E	Accident Rollover or Extrication	1
S4VF	Accident with Fire	1



FIRE CHIEF'S ASSOCIATION OF BROWARD COUNTY
Mutual Aid & Communications Committee

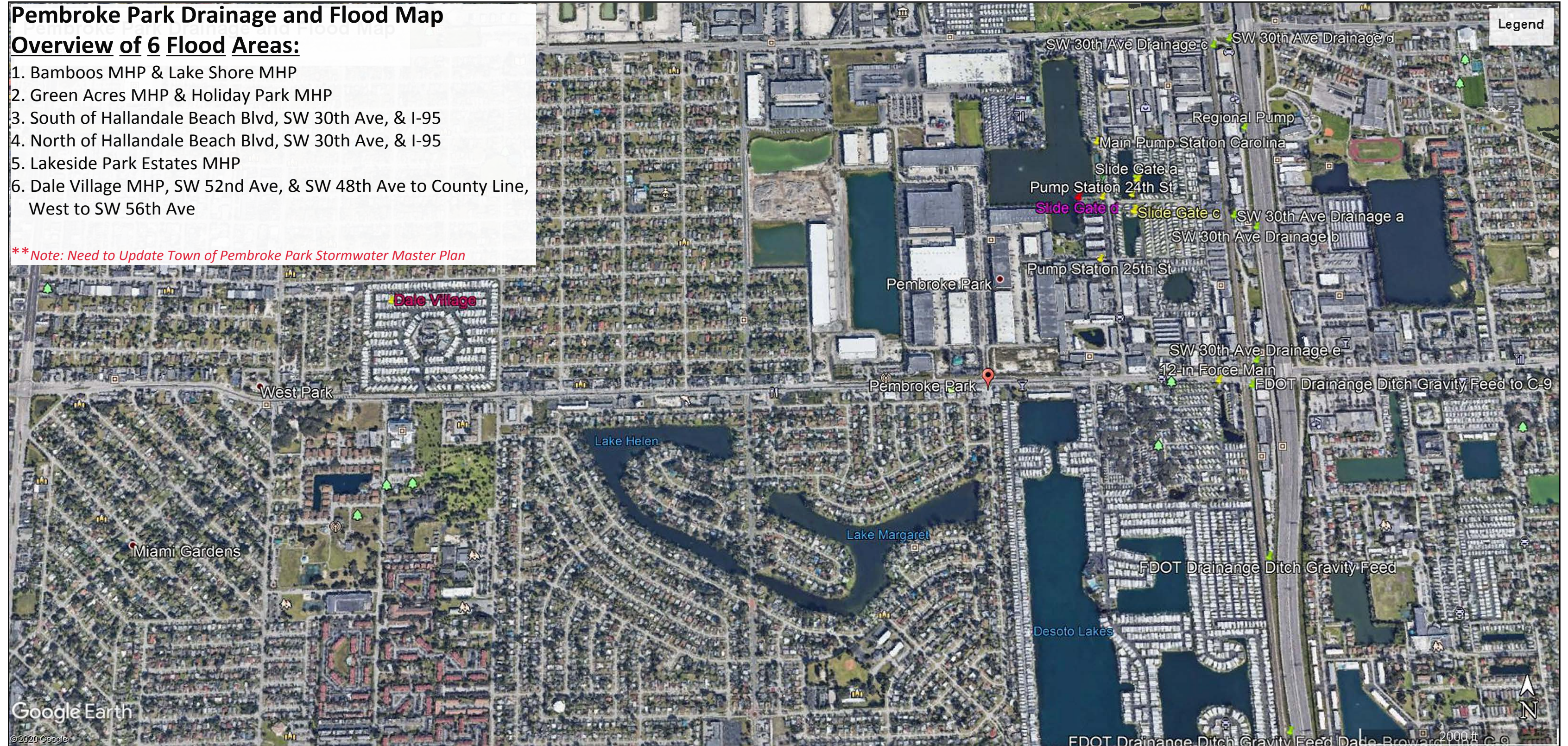
S55	Explosion	1
S67AR	Allergic Reaction	1
S67CK	Choking	1
S67CP	Chest Pains Non-traumatic	1
S67CR	Cardiac/Respiratory Arrest	1
S67EL	Electrocution	1
S67HA	Heart Attack/Cardiac Respiratory Arrest/Death	1
S67OW	Open Water Sick Person	1
S67PO	Unconscious/Fainting	1
S7	Dead Person	1
S1024	Officer Needs Assistance	1
SKILL	Active Assailant	1
S67ST	Stroke	2
S67TB	Trouble Breathing	2

Pembroke Park Drainage and Flood Map

Overview of 6 Flood Areas:

1. Bamboos MHP & Lake Shore MHP
2. Green Acres MHP & Holiday Park MHP
3. South of Hallandale Beach Blvd, SW 30th Ave, & I-95
4. North of Hallandale Beach Blvd, SW 30th Ave, & I-95
5. Lakeside Park Estates MHP
6. Dale Village MHP, SW 52nd Ave, & SW 48th Ave to County Line, West to SW 56th Ave

*** Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



Pembroke Park Drainage and Flood Map

1a. Bamboos MHP Area

A. John P. Lyons (water accumulates and overflows directly into the residential neighborhoods)

(i) Solutions:

- Complete an exfiltration trench
- Install stormwater pump station and force main into the Carolina outfall
- Install flood barrier around commercial and residential districts
- Allow for connections from residential neighborhoods to the system (ensure capacity per neighborhood is considered)

B. Park Rd, SW 27th St, & SW 25th St (water accumulates and overflows into the residential neighborhoods)

(i) Solutions:

- Build a pump station on SW 25th St to discharge at Behan Park Lake

C. Slide Gate Valve (in closed position, water accumulates and overflows directly into the residential neighborhoods)

(i) Solutions:

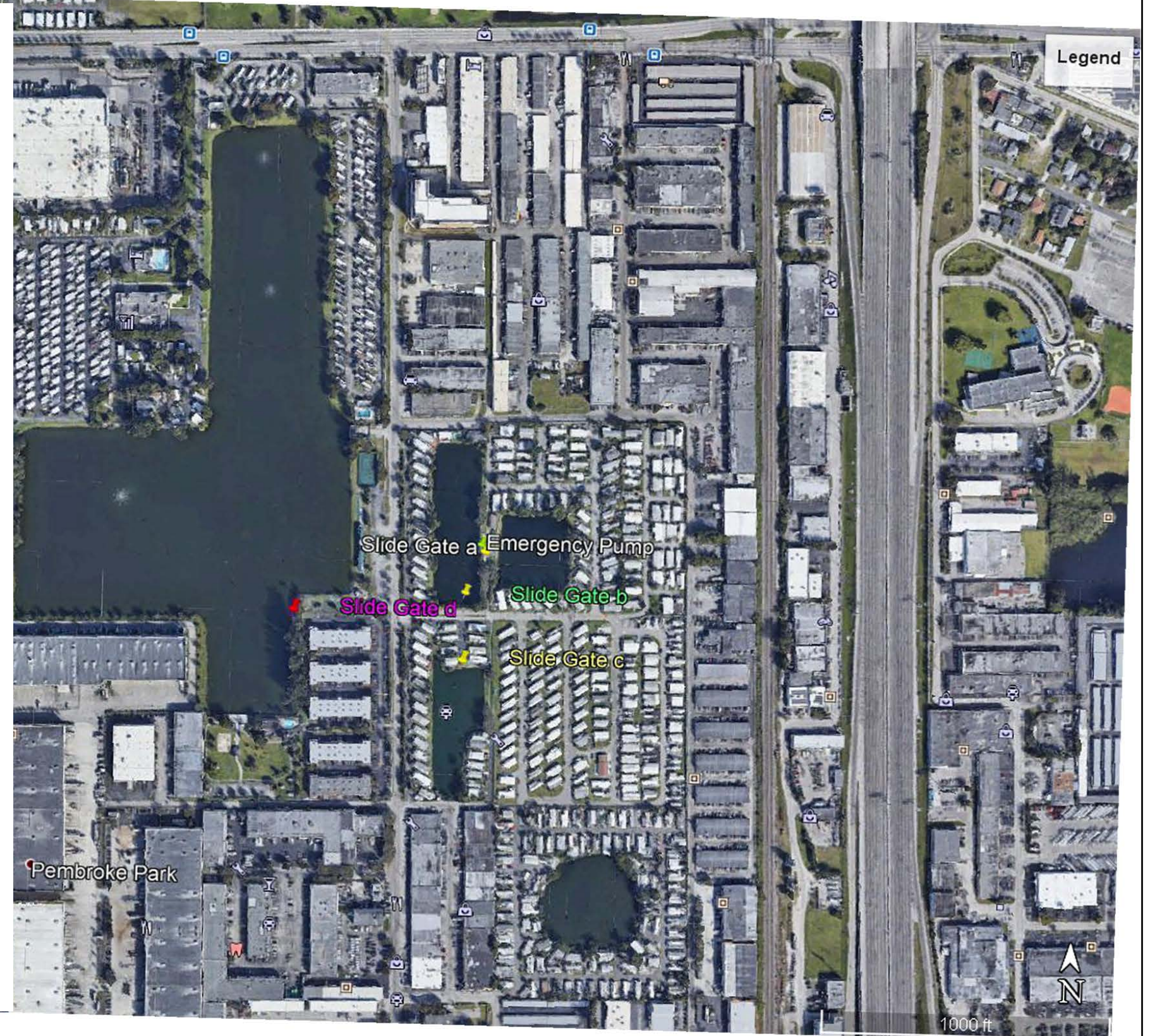
- Place a lock on each slide gate (a, b, c) to control water flow between lakes
- Place a lock on slide gate d to control lake water flow

D. Diesel Emergency Pump (noisy operation, in closed position, water accumulates and overflows directly into the residential neighborhoods)

(i) Solutions:

- Install sound barrier walls
- Add Backup system (electrical dual pump stations, keep existing diesel pump as backup)
- Alarm notification system (call-up, light/sound indicator)

****Note: Need to Update Town of Pembroke Park Stormwater Master Plan**



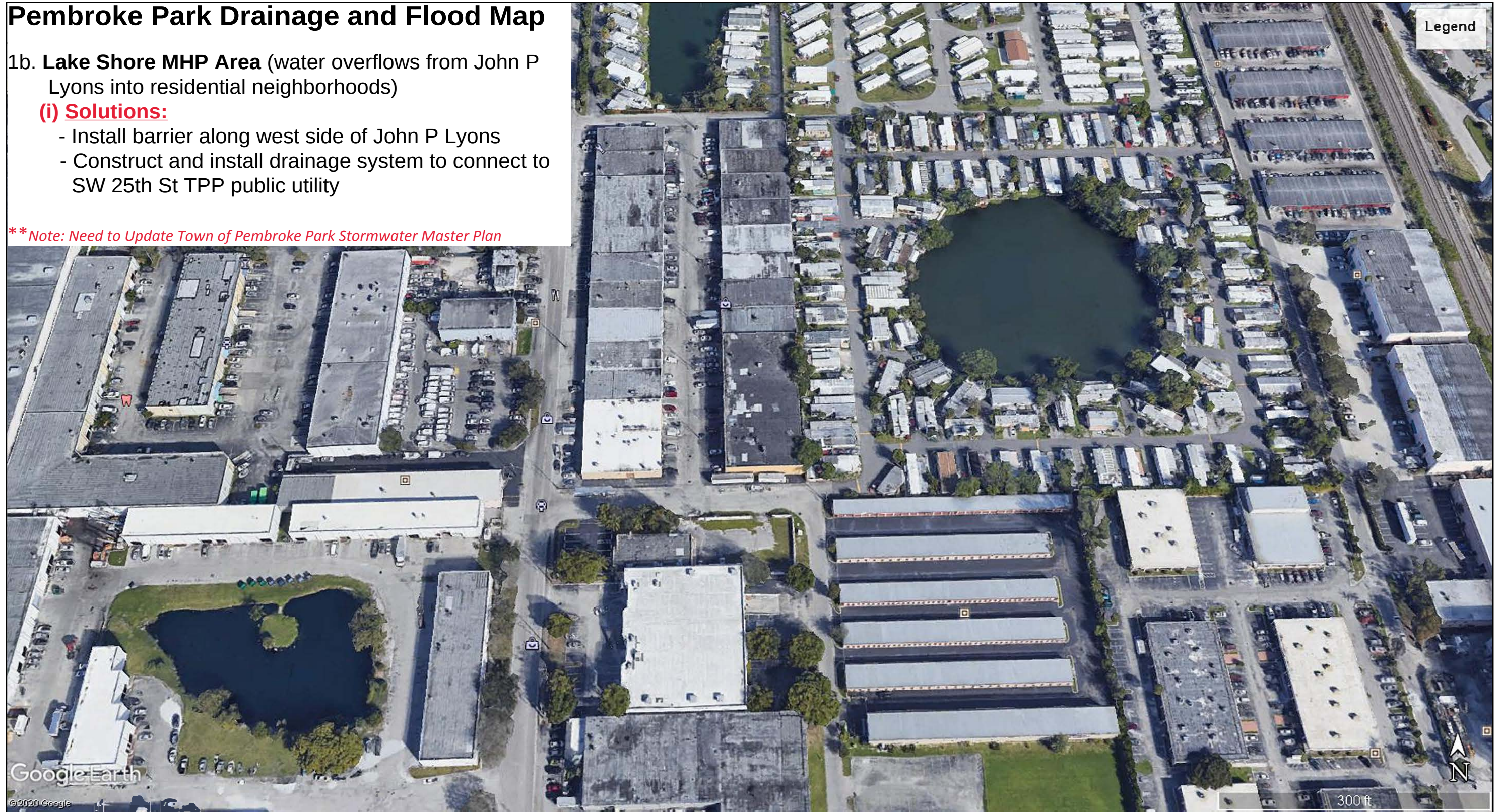
Pembroke Park Drainage and Flood Map

1b. Lake Shore MHP Area (water overflows from John P Lyons into residential neighborhoods)

(i) Solutions:

- Install barrier along west side of John P Lyons
- Construct and install drainage system to connect to SW 25th St TPP public utility

***Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



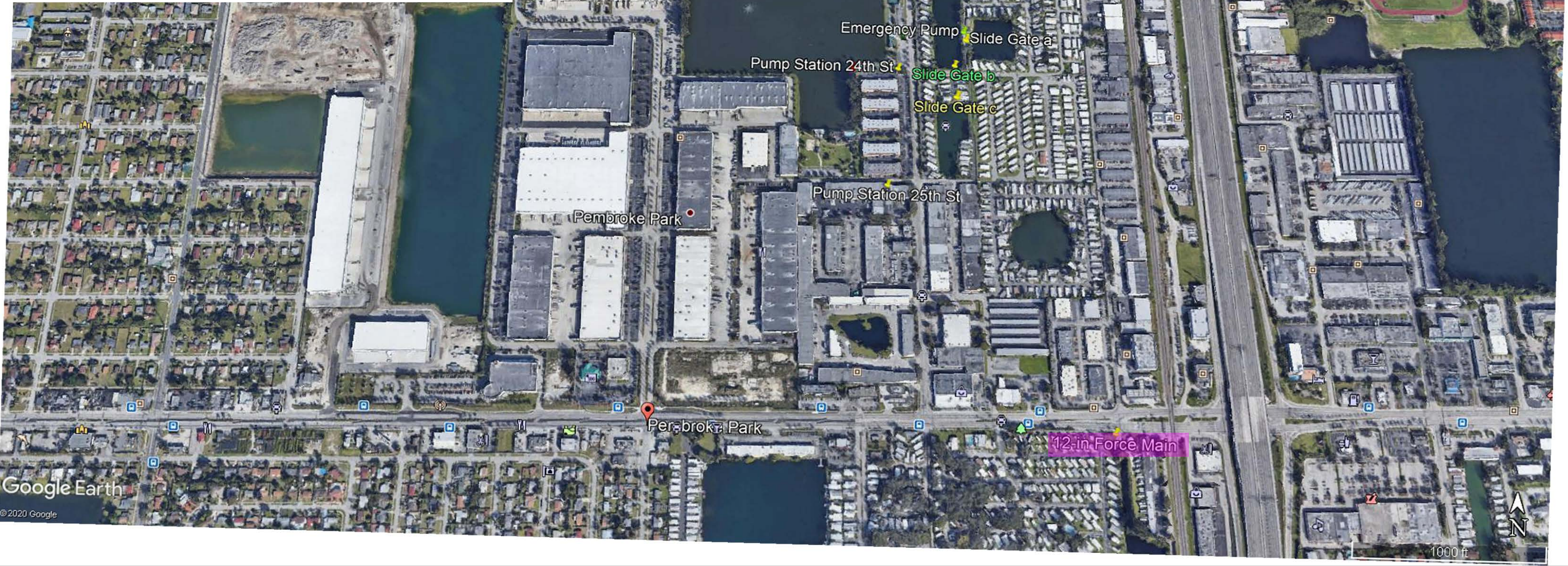
Pembroke Park Drainage and Flood Map

1c. 12-inch Force Main (pumps into SW 25th St)

(i) **Solutions:**

- Disconnect at pump station, and reconnect at Behan Park Lake (ensure capacity)

***Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



Pembroke Park Drainage and Flood Map

2a. **Green Acres Area** (using capacity needed at SW 25th St)

(i) Solutions:

- Disconnect 12-in force main from SW 25th St, and tie-in directly to Behan Park Lake with outfall
- Divert water to the C-9 canal through FDOT gravity feed system
- No additional pumping capacity can be added until capacity can be obtained

**** Note: Need to Update Town of Pembroke Park Stormwater Master Plan**



Pembroke Park Drainage and Flood Map

2b. Holiday Park MHP Area (has no drainage system)

(i) Solutions:

- Submit a drainage plan to TPP

**** Note: Need to Update Town of Pembroke Park Stormwater Master Plan**



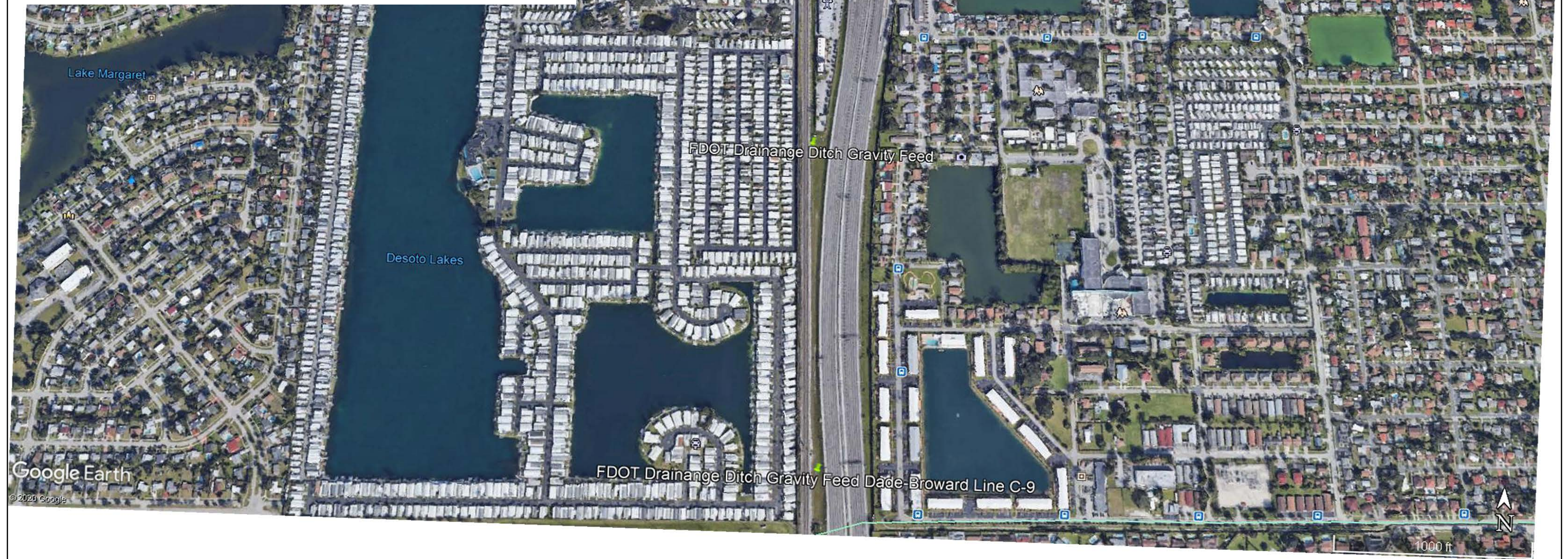
Pembroke Park Drainage and Flood Map

3. HBB South to C-9 Canal FDOT Area (elevation of gravity drainage ditch needs to be lower)

(i) Solutions:

- Start discussion with FDOT

***Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



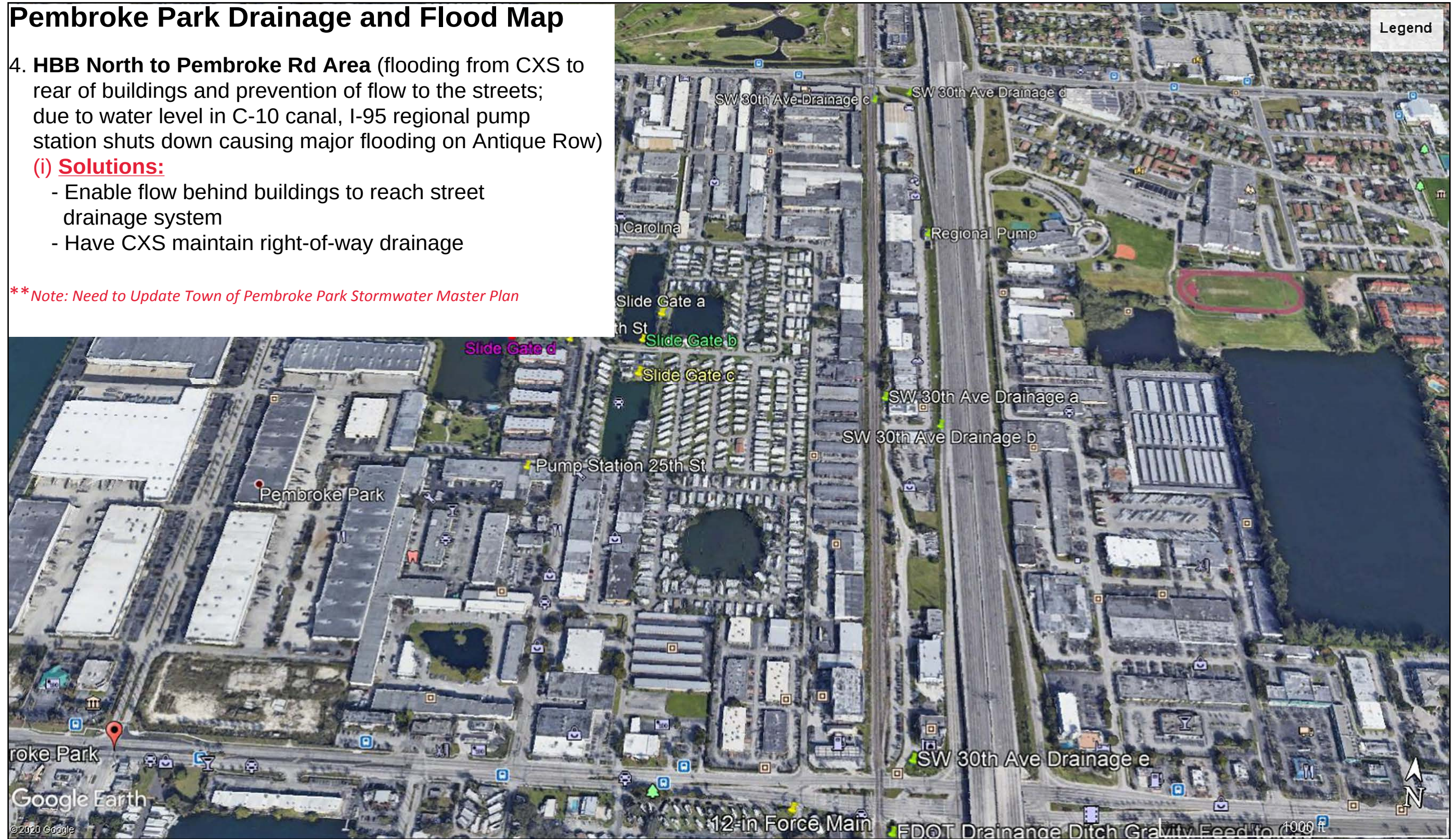
Pembroke Park Drainage and Flood Map

4. HBB North to Pembroke Rd Area (flooding from CXS to rear of buildings and prevention of flow to the streets; due to water level in C-10 canal, I-95 regional pump station shuts down causing major flooding on Antique Row)

(i) **Solutions:**

- Enable flow behind buildings to reach street drainage system
- Have CXS maintain right-of-way drainage

***Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



Pembroke Park Drainage and Flood Map

5. **Lakeside Park Estates MHP Area** (standing water sighted during and after storm events)

(i) Solutions:

- Property owner needs to evaluate and correct onsite drainage

*** Note: Need to Update Town of Pembroke Park Stormwater Master Plan*



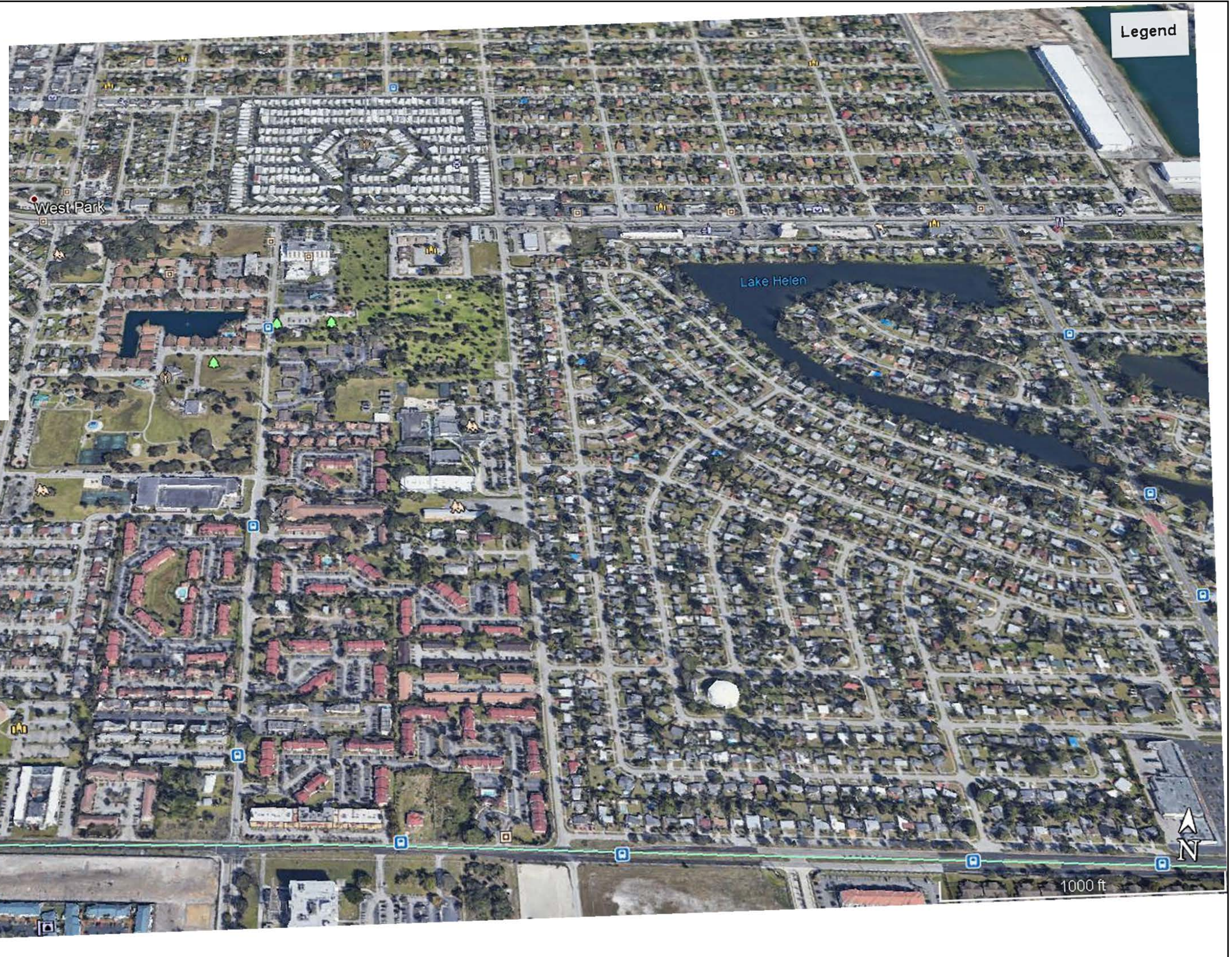
Pembroke Park Drainage and Flood Map

6. **Dale Village Area** (floods occasionally during heavy rainfalls)

(i) **Solutions:**

- Dale Village needs to hook up to TPP drainage system at SW 52nd Ave and HBB
- Drainage along County Line Rd (from SW 48th Ave to SW 56th Ave) needs to be completed to allow water from west side of town to reach outfall at County Line Rd and SW 56th Ave

***Note: Need to Update Town of Pembroke Park Stormwater Master Plan*





TOWN OF PEMBROKE PARK
BUILDING DEPARTMENT
3150 SW 52ND Avenue
Pembroke Park, FL 33023
Office 954-966-4600 • Fax 954-966-5310

MEMORANDUM NO.: 20-005

DATE: February 20, 2020

TO: Hon. Ashira Mohammed, Mayor
Hon. Howard Clark, Vice-Mayor
Hon. Geoffrey Jacobs, Clerk-Commissioner
Hon. Georgina Cohen, Commissioner
Hon. Ray Dieuville, Commissioner

TO: Newall Daughtrey, Assistant Town Manager

TO: Chris Ryan, Esq., Town Attorney

FROM: Miguel A. Núñez, Building Official 

RE: **PROPOSED LANGUAGE ADDITION TO THE CITATION PROCESS.**

At this time, I would like to propose the following additions to the "Code Enforcement Citation Process", as per the attached exhibit. In addition, it's the my opinion, that by including such language to the Town's Code of Ordinances section 7-54(a) and 7-54(b) (see Exhibit "A"); by allowing the code officer to post the citation/civil infraction as a "summons" at the property where the violation exists and to provide an affidavit of posting as determined by law and the Town Commission, in accordance to State Statute 162.22.

Furthermore, it's also my opinion, that by adding the proposed language, the process will be perfected as determined by the state Statutes 162 (see Exhibit "B"); and that the code compliant process will be achieved in a faster manner, while motivating the violator to have a compliant property.

Furthermore; I will suggest that a list of appropriate ordinances to be cited under this process is created, so the maximum effect its achieved.

As always, if you have further comments or questions, please let me know at your earliest convenience.

Respectfully Submitted.

Cc: Todd V. Larson, Public Services Director,
File.

\\tp.local\users\mnunez\documents\topp-man\memos\20-005.docx

Miguel A. Nunez

From: Miguel A. Nunez
Sent: Tuesday, February 11, 2020 7:26 PM
To: Town Clerk; Chris Ryan; Lucie Manzerolle; jeffrey louis; Joseline Ramirez; Michael Bohorquez
Cc: Newall J. Daughtrey; Todd Larson
Subject: RE: Missing Resolutions

EXHIBIT "A"

Hello all,

Thank you for the opportunity to provide feedback to this conversation. Mr. Ryan is correct, the citation process is already in the code of Ordinances. However, I will respectfully suggest the following process and language inclusions:

Section 7-54.(a):

Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator from the property where the violation exists, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence for residential property violations with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents or by registered or certified mail, return receipt requested, **or by posting at the property where the violation exists (the code officer shall provide an affidavit of posting in a form and procedure prescribed by the Town Commission).**

Section 7-54.(b):

Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business during regular business hours with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations, **or by posting at the property where the violation exists (the code officer shall provide an affidavit of posting in a form and procedure prescribed by the Town Commission).**

As always, if you have further comments or questions, do not hesitate to contact me at your earliest convenience.

Respectfully submitted.

Miguel A. Núñez, CBO, CFM, MPA.
Building Official



Town of Pembroke Park
3150 S.W. 52 Ave
Pembroke Park, FL 33023

(954)966-4600
Fax (954)966-5310
mnunez@townofpembrokepark.com

Our Mission Statement:

We are dedicated to be proactive in serving our resident and business community by providing an experienced administration team implementing the Florida Building Code in the Town of Pembroke Park. We do this by providing a positive delivery service and are recognized as a leader in customer service organizations.

Our Customer Portal:

permits@townofpembrokepark.com

Notice: Florida has a broad public records law. All correspondence sent to the Town of Pembroke Park via e-mail may be subject to disclosure as a matter of public record.

Consider the Environment before printing.

From: Town Clerk

Sent: Tuesday, February 11, 2020 4:40 PM

To: Chris Ryan <cjr@ryanlawfl.com>; Miguel A. Nunez <mnunez@townofpembrokepark.com>; Lucie Manzerolle <lmanzerolle@townofpembrokepark.com>; jeffrey louis <jlouis@townofpembrokepark.com>; Joseline Ramirez <jramirez@townofpembrokepark.com>; Michael Bohorquez <mbohorquez@ryanlawfl.com>

Subject: FW: Missing Resolutions

Hello,

I will forward to the Building Official and his team. If no further changes are needed we can remove it from the agenda.

Regards,

Marlen D. Martell, MPA, CFM
Interim Deputy Clerk



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
(954) 966-4600 x:235 (Office)
(954) 966-5186 (Fax)

We do it better when we do it Together

From: Chris Ryan [<mailto:cjr@ryanlawfl.com>]

Sent: Tuesday, February 11, 2020 4:28 PM

To: Town Clerk <t_ownclerk@townofpembrokepark.com>

Cc: jeffrey louis <jlouis@townofpembrokepark.com>; Joseline Ramirez <jramirez@townofpembrokepark.com>; Michael Bohorquez <mbohорquez@ryanlawfl.com>

Subject: RE: Missing Resolutions

Hi,

You have requested adoption of citation process for code violations, but this is already in the code.

I'm not sure what is needed. LMK.

Thanks.

Chris

Christopher J. Ryan
Ryan & Ryan, LLC
700 East Dania Beach Boulevard
Third Floor
Dania Beach, FL 33004
Phone: (954) 920-2921
Fax: (954) 921-1247
Email: cjr@ryanlawfl.com



Board Certified City, County
and Local Government Law

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL AND DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU.

From: Town Clerk [mailto:t_ownclerk@townofpembrokepark.com]

Sent: Monday, February 10, 2020 5:19 PM

To: Chris Ryan

Subject: Missing Resolutions

Sorry to bother you but I am still missing the following:

Resolution/Contract for the Fire Fighters
Pet shop moratorium
Adoption of Citation Process
Polo
Sweeney
Vice Mayor's Fees Resolution

Please let me know if you need me to remove these items from the agenda.

Regards,

Marlen D. Martell, MPA, CFM
Interim Deputy Clerk



Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
(954) 966-4600 x:235 (Office)
(954) 966-5186 (Fax)

We do it better when we do it Together

/***** EMAIL DISCLAIMER *****/ Please note: Florida has a very broad public records law. Most written communications to or from Town Officials and employees regarding Town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

EXHIBIT "B"

Select Year: 2019 ▼ Go

The 2019 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 162](#)
COUNTY OR MUNICIPAL CODE
ENFORCEMENT

[View Entire
Chapter](#)

CHAPTER 162**COUNTY OR MUNICIPAL CODE ENFORCEMENT****PART I****LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS**

(ss. 162.01-162.13)

PART II**SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT
PROCEDURES**

(ss. 162.21-162.30)

PART I**LOCAL GOVERNMENT CODE
ENFORCEMENT BOARDS**

- 162.01 Short title.
- 162.02 Intent.
- 162.03 Applicability.
- 162.04 Definitions.
- 162.05 Local government code enforcement boards; organization.
- 162.06 Enforcement procedure.
- 162.07 Conduct of hearing.
- 162.08 Powers of enforcement boards.
- 162.09 Administrative fines; costs of repair; liens.
- 162.10 Duration of lien.
- 162.11 Appeals.
- 162.12 Notices.
- 162.125 Actions for money judgments under this chapter; limitation.
- 162.13 Provisions of act supplemental.

162.01 Short title.—Sections 162.01-162.13 may be cited as the “Local Government Code Enforcement Boards Act.”

History.—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

Note.—Former s. 166.051.

162.02 Intent.—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious,

effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

History.—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

Note.—Former s. 166.052.

162.03 Applicability.—

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

History.—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

Note.—Former s. 166.053.

162.04 Definitions.—As used in ss. 162.01-162.13, the term:

- (1) “Local governing body” means the governing body of the county or municipality, however designated.
- (2) “Code inspector” means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.
- (3) “Local governing body attorney” means the legal counselor for the county or municipality.
- (4) “Enforcement board” means a local government code enforcement board.
- (5) “Repeat violation” means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

History.—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

Note.—Former s. 166.054.

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards. Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

History.—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

Note.—Former s. 166.055.

162.06 Enforcement procedure.—

(1) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served

and the time of the hearing, such owner shall:

- (a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
- (b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
- (c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
- (d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

History.—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11.

Note.—Former s. 166.056.

162.07 Conduct of hearing.—

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

History.—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

Note.—Former s. 166.057.

162.08 Powers of enforcement boards.—Each enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

History.—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

Note.—Former s. 166.058.

162.09 Administrative fines; costs of repair; liens.—

(1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for

enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.—Former s. 166.059.

162.10 Duration of lien.—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of

which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

History.—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154.

Note.—Former s. '166.062.

162.125 Actions for money judgments under this chapter; limitation.—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

History.—s. 4, ch. 2000-125.

162.13 Provisions of act supplemental.—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

History.—s. 11, ch. 82-37.

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.

162.23 Notice to appear.

162.30 Civil actions to enforce county and municipal ordinances.

162.21 Enforcement of county or municipal codes or ordinances; penalties.—

(1) As used in this section, “code enforcement officer” means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code

enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

- (a) That a violation of a code or an ordinance is a civil infraction.
- (b) A maximum civil penalty not to exceed \$500.
- (c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.
- (d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.
- (e) For the contesting of a citation in county court.
- (f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

History.—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

History.—s. 1, ch. 94-255.

162.23 Notice to appear.—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

History.—s. 1, ch. 96-385; s. 7, ch. 99-360.

162.30 Civil actions to enforce county and municipal ordinances.—In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

History.—s. 87, ch. 2003-402.

Sec. 3-2.5. - Extended hours license.

- (a) Any vendor of alcoholic beverages operating as a restaurant or restaurant bar in the Town which is duly and regularly licensed by the State to prepare, sell and serve full course meals to the public and such vendor of alcoholic beverages is duly and regularly licensed by the State and the Town to sell and dispense alcoholic beverages, wine or beer therein, may apply for an extended hours license for the sale of alcoholic beverages, wine or beer. The applicant for extended hours license shall complete an application form prepared by the Town, and pay a nonrefundable application fee in the amount of five hundred dollars (\$500.00) to defray the Town's cost of processing the application. No application shall be accepted by the Town unless the application form is fully completed and accompanied by the application fee.

The application shall be processed by the Town Staff and placed on the Planning and Zoning Board agenda for a public hearing and applicant shall be notified of the date and time of such public hearing. Following the public hearing, the Planning and Zoning Board shall make a recommendation to the Town Commission that they grant the license, deny the license, or grant the license subject to specific conditions. Upon such recommendation by the Planning and Zoning Board, the application shall be placed on the Town Commission agenda for a public hearing, and the applicant shall be notified of the date and time of the Town Commission public hearing on such application. The Town Commission after the public hearing may grant the license, deny the license or grant the license subject to specific conditions.

- (b) For the purposes of this section, a restaurant bar means a bar operated in connection with a restaurant and by the same owner or management, and in a business zone area, which restaurant has all necessary equipment and supplies for and serves full course meals regularly and having accommodations at all times for the service of seventy-five (75) or more patrons and occupying more than two thousand (2,000) square feet of space inside a permanent building. The sale of beers, wines and liquor shall be prohibited except during the time the restaurant is actually engaged in and open to the public for the serving of full course meals.

For the purposes of this section, a restaurant is defined as any food establishment where the principal business is to prepare, sell, and regularly serve full course meals to the public; where the establishment has adequate and sanitary kitchen and dining room equipment; and where the sale of alcoholic beverages shall be strictly incidental to the serving of food. The sale of any alcoholic beverages shall be prohibited except during the time the restaurant is actually engaged in and open to the public for the serving of full course meals.

- (c) The specific criteria for the Planning and Zoning Board's evaluation of an application and for the Town Commission's determination in making a decision on the application may include, without being limited to, the following:
- (1) The amount of off-street parking in relation to the demands created by the extra hours of operation, especially with regard to the adverse impact on adjacent residential areas of any illegal or hazardous parking.
 - (2) The amount and degree of law enforcement activities generated by the operation of any restaurant or restaurant bar, both outside and inside the particular location, with particular emphasis on vandalism, noise, vehicular use by patrons and illegal activity of any kind of employees, patrons or others associated with the establishments.
 - (3) The adverse effects, if any, that the extended hours of operation will have on neighboring properties, especially with respect to the effects of noise, parking and glare from headlights or exterior lighting on nearby residential properties.
- (d) The Town Commission may require, as a condition of the privilege of extending hours of operation, compliance with any reasonable conditions deemed by the Town Commission to be necessary to mitigate or eliminate the adverse effects of such extended hours. These conditions may include, without being limited to, the provision by the owner or operator, at the owner's expense, of additional off-street parking, security personnel and screening and buffering from nearby properties. The Town

Commission may also require that the licensed establishments be wholly enclosed, soundproofed, and air-conditioned, with any windows, doors or other openings being kept closed, except for normal and emergency ingress and egress, in order that noise and music emanating therefrom will not disturb the peace and quiet of the neighborhood.

- (e) The annual fee for the issuance of said extended hours license shall be three thousand dollars (\$3,000.00) effective October 1, 2014, and shall be five thousand dollars (\$5,000.00) effective October 1, 2015 and thereafter. Such extended hours license shall permit the holder thereof to sell or offer for sale or deliver or serve or permit to be consumed upon premises of such vendor any liquors, beers or wines, regardless of alcoholic content at all hours. All such extended hours license are hereby declared to be and are regulatory in nature. Every extended hours license shall expire on September 30 of each and every year unless previously renewed by the Town Manager.
- (f) The granting of an extended hours license to a particular licensee is a privilege subject to revocation at any time by the Town Commission, and no person may reasonably rely on a continuation of that privilege. The renewal of any extended hours license shall first be approved by the Town Manager. If the Town Manager approves the renewal, the license shall be issued upon payment of the aforementioned fee. If the Town Manager denies the renewal, the licensee shall have twenty (20) days from the date of the notice of denial to appeal the decision to the Town Commission. The Town Commission shall use the criteria specified in subsections (3) and (4) above in determining said appeal.
- (g) If the Town Manager determines prior to the renewal date that the licensee has violated a condition of issuance, renewal or is operating in a manner harmful to the public health, safety or welfare, the Town Manager may place the matter of revoking the extended hours license on the Town Commission agenda. Written notice of the charges against the licensee shall be sent to the licensee at least ten (10) dates in advance of the hearing and shall also contain the date, time and place of such hearing. After consideration of the matter and allowing the licensee to be heard, the Town Commission may revoke, modify or condition the extended hours license. If the Town Commission determines that the actions of the licensee are of such nature as to pose a serious threat to the health, safety and welfare of the Town residents, the Town Commission may also revoke the privilege of selling, delivering or permitting consumption of alcoholic beverages after 12:00 midnight on any day of the week, including Sunday. The criteria to be used by the Town Manager and Town Commission in such matters shall be the criteria specified in subsections (3) and (4) above. Should the license or privilege be revoked, conditioned or modified, the licensee may seek review of such actions before the Town Commission after three (3) months. The Town Commission may then modify or ref use to modify its action. Only one such review shall be given within a twelve-month period.
- (h) The costs incurred by the Town m investigating any of the matters included in subsections (3), (4) and (7) in. either a revocation or denial of renewal proceeding of an extended hours license shall be paid by the licensee to the Town. These costs shall be in addition to the initial application fee and the annual license fee required by this section and shall not exceed five thousand dollars (\$5,000.00) for any one (1) proceeding.

(Ord. No. 98-4-1, § 1, 4-8-98; Ord. No. 14-06-01, § 2, 6-11-14)



ARTICLE I. IN GENERAL

Secs. 12-1—12-15. Reserved.

ARTICLE II. FOOD AND FOOD ESTABLISHMENTS

Sec. 12-16. Adoption of County ordinance.

The Town does hereby adopt Broward County ordinance number 75-43, as amended, regarding regulations of food establishments by reference.
(Ord. No. 76-7-2, §§ 1—14, 11-19-75)

Secs. 12-17—12-30. Reserved.

ARTICLE III. NUISANCES***DIVISION 1. GENERALLY**

Secs. 12-31—12-40. Reserved.

DIVISION 2. DEBRIS, TRASH, RUBBISH

Sec. 12-41. Accumulations deemed public nuisance.

The accumulation of garbage, trash, rubbish and other debris, including, but not limited to, untended piles of sand, dirt, and rocks, upon any lot, tract or parcel of land within the Town to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may reasonably cause disease, or adversely affects and impairs the economic welfare of adjacent property, or diminishes the aesthetic appearance of the Town, is hereby prohibited and declared to be a public nuisance.

(Ord. No. 83-8-1, § 1, 8-17-83; Ord. No. 18-10-02, § 1, 9-12-18)

Cross references—Public nuisances, § 11-33; vegetation, Ch. 27.

Sec. 12-42. Responsibility of property owners.

It shall be the responsibility and duty of the owner or owners of any lot, tract or parcel of land within the Town to clear and remove from such lot, tract or parcel of land any and all material as described in section 12-41 of this division.

(Ord. No. 83-8-1, § 2, 8-17-83)

***State law references**—Nuisances impervious to health, F.S. Ch. 386; nuisances, F.S. Ch. 823.

Sec. 12-43. Notice to remove accumulations—To be sent to property owner.

Whenever any owner or owners of any lot, tract or parcel of land within the Town shall permit the accumulation thereon of garbage, trash, rubbish or other debris, including but not limited to, untended piles of sand, dirt, and rocks, as provided in section 12-41, it shall be the duty of the Code Inspector to notify the owner or owners of such lot, tract or parcel of land as hereinafter provided to remove such garbage, trash, rubbish or other debris from such lot, tract or parcel of land.

(Ord. No. 83-8-1, § 3, 8-17-83; Ord. No. 18-10-02, § 2, 9-12-18)

Sec. 12-44. Same—Method of mailing.

All notices to property owner or owners shall be made by United States certified or registered mail, return receipt requested, to the address of the owner or owners as shown on the current tax roll of the County.

(Ord. No. 83-8-1, § 4, 8-17-83)

Sec. 12-45. Same—Contents.

The notice to be given by the Code Inspector to the property owner or owners as required in section 12-43 shall include the following:

- (1) The legal description of the lot, tract or parcel of land which is not in compliance with the provisions of this division;
- (2) The manner in which the property is not in compliance with the provisions of this division;
- (3) That such condition must be corrected by the owner or owners within fifteen (15) days of the receipt of the notice;
- (4) That if the owner or owners shall fail to correct the condition within fifteen (15) days, the Town may enter upon the premises and remove the condition creating the nuisance, and the cost of same will be assessed against the property, and if not paid within thirty (30) days after the receipt of the statement for same by the owner or owners, a lien will be filed against the property; and
- (5) An estimate of the cost of removing the nuisance if the Town does so upon the failure of the owner or owners to do so.

(Ord. No. 83-8-1, § 5, 8-17-83; Ord. No. 18-10-02, § 3, 9-12-18)

Sec. 12-46. Failure of owner to comply with notice; assessment for correction by Town.

Upon the failure of the property owner or owners to remove the conditions creating the nuisance as aforesaid within the designated time period, the Town shall cause such condition to be removed and shall assess the owner or owners of the property for such services in an amount equal to the costs incurred by the Town in the removal and disposal of the garbage,

trash, rubbish or other debris, which cost shall include but not be limited to disposal fees, removal expenses including both labor and vehicular expenses, and an administrative fee in the amount of two hundred fifty dollars (\$250.00).

(Ord. No. 83-8-1, § 6, 8-17-83)

Sec. 12-46.1. Repeat violations; assessment for correction by Town.

(a) It shall be the duty of the owner or owners of a property where a nuisance condition has occurred on more than one (1) occasion to install preventative measures to deter the deposit of garbage, trash, rubbish or other debris, including, but not limited to, untended piles of sand, dirt, and rocks, on their property. At a minimum, signage prohibiting dumping on the property must be installed after the second repeated violation within fifteen (15) days following receipt of notice from Town to install said signage. Upon any further reoccurrence of prohibited material on the property, the property owner or owners shall install an earthen berm, split rail fence or other fence barrier approved by the Town (no chain-link fences or plywood barriers are permitted).

(b) Failure of the property owner or owners to install preventative measures as described in the preceding subsection within thirty (30) days of notice from Town of such required action will permit the Town to install the required preventative measures on the property. The cost of the installation of the preventative measures by the Town shall include, but not be limited to, labor, material and an administrative fee in the amount of two hundred fifty dollars (\$250.00).

(c) The preventative measures referenced in subsection (a) hereof are as follows:

- (1) *Signage.* Signage which states: "No Dumping Violators Will Be Prosecuted Under F.S. 403.413". Said signage shall be rectangular, have a dimension of not less than 12" x 18" and not more than 24" x 36", have red text on a white background, be reflective to show the shape and color by both day and night, be installed on a post not less than seven (7) feet above the crown of the adjacent roadway to the bottom of the sign, and maintained in good condition. There shall be one (1) sign installed for each fifty (50) feet of property frontage.
- (2) *Berm.* An earthen berm at least three (3) feet wide and three (3) feet tall with a 1:1 slope shall be installed along the perimeter of the property. A permit application with a design in accordance with the requirements of the Florida Building Code shall be submitted to the Town for review and permitting. Said berm shall be maintained in good condition.
- (3) *Fencing.* A split rail fence, posts with chains or heavy rope, or other barrier approved by the Town, shall be installed along the property's frontage. The split rail fence shall be a minimum of two (2) rails, maximum of three (3) rails, no less than thirty (30) inches and no taller than forty-eight (48) inches above the crown of the adjacent roadway. A fence comprised of posts with chains or heavy rope connecting the posts shall have posts not less than thirty (30) inches and no taller than forty-eight (48) inches above the crown of the adjacent roadway. All fences shall be designed in

accordance with the requirements of the Town Code and Florida Building Code. A permit application shall be submitted to the Town for review and permitting prior to installation. Said fence shall be maintained in good condition.

(Ord. No. 18-10-02, § 4, 9-12-18)

Sec. 12-47. Notice of lien.

The notice of lien shall be prima facie evidence of the debt to the Town, shall bear interest at the legal rate and may be foreclosed as mortgages are foreclosed in the circuit court.

(Ord. No. 83-8-1, § 5, 8-17-83)

Sec. 12-48. Outdoor storage prohibited.

It shall be unlawful to deposit, store or maintain, at any location in the Town, the open air storage of trash, junk or loose items, including, but not limited to, merchandise, manufactured items, boxes, inoperative appliances, dilapidated furniture (not including patio or lawn furniture), pallets, commercial equipment, motor vehicle parts, motors or transmissions, building construction materials and supplies such as cement or lumber, and any other similar items.

(Ord. No. 12-06-01, § 1, 6-13-12)

Sec. 12-49. Storm event debris.

All allowable items stored, placed or maintained outdoors at any location in the Town, including items stored in carports for single family homes, mobile homes, or recreational vehicles shall be either secured as required by the Building Official or removed during the period between June 1 through November 30 of each year. By way of example, this shall include, but is not limited to, operable appliances (i.e. refrigerator/freezer/washer/dryer), flower pots, barbecue grills and lawn furniture.

(Ord. No. 12-06-01, § 2, 6-13-12)

Secs. 12-50—12-60. Reserved.

DIVISION 3. WEEDS, UNTENDED VEGETATION

Sec. 12-61. Excessive, untended growth deemed public nuisance.

The existence of excessive accumulation or untended growth of weeds, grasses or combination thereof, in excess of twelve (12) inches or other dead or living plant life upon any lot, tract or parcel of land, improved or unimproved, within the Town to the extent and in the manner that such lot, tract or parcel of land is or may reasonably become infested or inhabited by rodents, vermin or wild animals, or may furnish a breeding place for mosquitoes, or threatens or endangers the public health, safety or welfare, or may

reasonably cause disease, or adversely affects and impairs the economic welfare or adjacent property, or diminishes the aesthetic appearance of the Town, is hereby prohibited and declared to be a public nuisance.

(Ord. No. 81-10-3, § 1, 10-28-81; Ord. No. 18-10-02, § 5, 9-12-18)

Cross reference—Vegetation, Ch. 27.

Sec. 12-62. Responsibility of property owners.

It shall be the responsibility and duty of the owners of any lot, tract or parcel of land within the Town to clear and remove from such lot, tract or parcel or land all material as described in section 12-61 of this division.

(Ord. No. 81-10-3, § 2, 10-28-81)

Sec. 12-63. Notice to remove—To be sent to property owner.

Whenever any lot, tract or parcel of land within the Town shall be permitted to exist by the owner without complying with the provisions of this division, it shall be the duty of the Code Inspector to notify the owner of such lot, tract or parcel of land, as hereinafter provided, to place such property in conformance with the provisions of this division.

(Ord. No. 81-10-3, § 3, 10-28-81; Ord. No. 18-10-02, § 6, 9-12-18)

Sec. 12-64. Same—Method of mailing.

All notices to property owners shall be made by United States certified or registered mail, return receipt requested, to the address of the owner as shown on the current tax roll of the County.

(Ord. No. 81-10-3, § 4, 10-28-81)

Sec. 12-65. Same—Contents.

The notice to be given by the Code Inspector to the property owner as required in section 12-63 shall include the following:

- (1) The legal description of the lot, tract or parcel of land which is not in compliance with the provisions of this division;
- (2) The manner in which the property is not in compliance with the provisions of this division;
- (3) That such condition must be corrected by the owner within fifteen (15) days of his receipt of the notice;
- (4) That if the owner shall fail to correct the condition within fifteen (15) days, the Town will enter upon the premises and remove the condition creating the nuisance and the cost of same will be assessed against the property and if not paid within thirty (30) days after the receipt of the statement for same by the owner, a lien will be filed against the property; and

- (5) An estimate of the cost of removing the nuisance if the Town does so upon the failure of the owner to do so.

(Ord. No. 81-10-3, § 5, 10-28-81; Ord. No. 18-10-02, § 7, 9-12-18)

Sec. 12-66. Failure to comply with notice; assessment for correction by Town.

Upon the failure of the owner to remove the conditions creating the nuisance as aforesaid within the designated time period, the Town shall cause such condition to be removed and shall assess the owner of the property for such services at the rate established by resolution of the Town Commission.

(Ord. No. 81-10-3, § 6, 10-28-81; Ord. No. 05-06-01, § 1, 6-8-05)

Sec. 12-67. Notice of lien.

The notice of lien shall be prima facie evidence of the debt to the Town, shall bear interest at the legal rate and may be foreclosed as mortgages are foreclosed in the circuit court.

(Ord. No. 81-10-3, § 7, 10-28-81)

Secs. 12-68—12-74. Reserved.

DIVISION 4. HEALTH AND SANITATION

Sec. 12-75. Definitions.

Objectionable odor means any odor present in the outdoor atmosphere which, by itself or in combination with other odors, is or may be harmful or injurious to human health or welfare, which unreasonably interferes with the comfortable use and enjoyment of life or property, or which creates a nuisance.

Odor means a sensation resulting from stimulation of the human olfactory organ.

(Ord. No. 15-01-01, § 2, 1-14-15)

Sec. 12-76. Nuisances; duty of property owners and tenants to prevent.

(a) The Town's intent in enacting this section is to help ensure that at all times property owners and tenants shall control litter; particulate matter, insects, odors, noise, vermin, vibration, light, glare, and disease vectors to prevent nuisance conditions.

(b) The emission or creation of:

- (1) Vibration;
- (2) Light or glare;
- (3) Insects or vermin;
- (4) Disease vectors;
- (5) Noise;
- (6) Unsanitary conditions;

- (7) Traffic congestion; or
- (8) Other risks to public safety,

Which is an annoyance or is injurious or is offensive to occupants within any platted subdivision (or block within a platted subdivision), or within any residential neighborhood or community of the Town (or any portion thereof that is comprised of fifty (50) residential structures), or within any area comprising a zoning district of the Town, or which otherwise affects rights common to the public, is a nuisance and is a violation of this Code.

(c) No building, structure, yard, lot, premises, or part thereof, or activity or use thereon, shall be kept, maintained, or operated in the Town, if such keeping, maintaining, or operating shall emit objectionable odors into the outdoor air which are detectable at any point beyond the property limits of where such building, structure, yard, lot, premises, or activity or use thereon, is located.

(d) It shall be unlawful for any person to use a vehicle, equipment, receptacle, or container that emits objectionable odors which are detectable at any point beyond the property limits where such vehicle, equipment, receptacle, or container is located.

(e) The emission into the outdoor air of any fume, gas, dust (or other particulate), mist, substance, smoke, or vapor, odor, or any combination thereof which:

- (1) Causes annoyance or discomfort; or,
- (2) Produces irritation of the upper respiratory tract; or,
- (3) Produces symptoms of nausea; or,
- (4) Befouls the atmosphere of buildings; or,
- (5) Causes an interference with normal social or family functions or lifestyles or with the enjoyment of life or property (such as but not limited to, the preparation and consumption of meals, enjoyment of the outdoors, receipt of visitors and guests at homes [or which causes changes in behavior such as over-washing of clothing, or which causes doors to be closed and windows closed to minimize indoor effects, etc.]); or
- (6) Is detrimental to the comfort, living conditions, welfare or repose of occupants within any platted subdivision (or block within a platted subdivision), or within any residential neighborhood or community of the Town (or any portion thereof that is comprised of at least fifty (50) residential structures), or within any area comprising a zoning district of the Town,

is a nuisance and a violation of this Code.

(Ord. No. 15-01-01, § 3, 1-14-15)

ORDINANCE NO. 2020-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 4, ANIMALS; PROVIDING FOR A NEW SECTION 4-10.1, RETAIL SALE OF DOGS AND CATS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined it is in the best interest of the Town of Pembroke Park to prohibit the sale of dogs and cats by pet stores, with certain exceptions; and

WHEREAS, a more humane model is being adopted by municipalities nationwide to promote the adoption of rescue animals and help reduce the euthanizing of millions of animals in shelters every year; and

WHEREAS, the Town Commission desires to promote the adoption of rescue animals and the required disclosure of the organization providing the animals for adoptions; and

WHEREAS, the Town Commission has determined it is in the best interest of the residents of the Town of Pembroke Park to enact an ordinance to prohibit the retail sale of dogs and cats and to allow for adoption events of dogs and cats at pet stores and pet shops, and require disclosure of the organization providing the animal for adoption.

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

“Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida, is hereby amended by adding a section to be numbered Section 4-10.1, which section reads as follows:

Sec.4-10.1 – Retail sale of dogs and cats.

(a) Definitions. For purposes of this section, the following definitions shall apply:

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county or municipality, whose mission and practice is, in whole, or in significant part, the rescue, care and placement of stray, abandoned, or surrendered animals in permanent homes or with rescue or organizations, and which does not breed animals.

Animal rescue organization means a duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a municipal or related public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

Cat means an animal of the Felidae family of the order Carnivora.

Dog means an animal of the Canidae family of the order Carnivora.

Pet store means any retail establishment that sells or transfers, or offers for sale or transfer, animals for sale as pets to the general public. Such definition shall not include an animal care facility or animal rescue organization, or a person or establishment that sells, exchanges, barter, or offers for sale only animals that were bred or reared on the premises of such person or establishment which are not retail in nature.

Pet store operator means a person who owns or operates a pet store.

(b) Sale or transfer of dogs and/or cats. Notwithstanding the other provisions contained in this Chapter, no pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the Town of Pembroke Park.

(c) Disclosures. A pet store that provides space for the adoption of dogs or cats shall post, in

a conspicuous location on the cage or enclosure of each such animal, a sign stating the name of the animal care facility or animal rescue organization which owns the dog or cat offered for adoption.

(d) Violations – Enforcement.

1. Any person who violates this section shall be subject to the penalties set forth in Section 1-13, Pembroke Park Code of Ordinances, Chapter 162, Florida Statutes, and/or any other means of enforcement available under the state or federal law, inclusive.

2. Additionally, the Town may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.

3. In addition to any other penalty, a pet store owner who is found to have falsified the disclosure required in paragraph (c) of this section shall pay \$2,500.00 in damages to any person adopting, purchasing or taking possession of the dog or cat subject of such falsified disclosure.

4. Each dog or cat sold, exchanged, bartered, offered for sale, auctioned, delivered, or transferred in violation of this section shall constitute a separate offense. Each failure to post a sign for an individual dog or cat as required by this section shall constitute a separate offense.”

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

Section 3: That it is the intention of the Commission of the Town of Pembroke Park that the provisions of this Ordinance shall be included in the Pembroke Park Code of Ordinances, and

the sections may be renumbered, or relettered, ordinance may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

PASSED AND ADOPTED on First Reading this ____ day of February, 2020.

PASSED AND ADOPTED on Second Reading this ____ day of March, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

VOTE

ASHIRA MOHAMMED	_____
HOWARD P. CLARK, JR.	_____
GEORGINA COHEN	_____
GEOFFREY JACOBS	_____
REYNOLD DIEUVEILLE	_____

Office of Inspector General Report

02/02/2018

John W. Scott



BROWARD OFFICE OF THE INSPECTOR GENERAL

MEMORANDUM

To: Honorable Ashira Mohammed, Mayor, Town of Pembroke Park
and Members, Town of Pembroke Park Commission

From: John W. Scott, Inspector General 

Date: February 2, 2018

Subject: **OIG Final Report Re: *Misconduct and Gross Mismanagement In The Town of Pembroke Park's Procurement of Professional Engineering Services, Ref. OIG 14-032***

Attached please find the final report of the Broward Office of the Inspector General (OIG) regarding the above-captioned matter. The OIG has determined that for 16 years, the town manager (who retired on January 3, 2018) and two other administrative officials engaged in gross mismanagement, misconduct, or both in the procurement of professional engineering services from Craig A. Smith and Associates, Inc. (CAS), the town's interim town engineer, consultant engineering firm, and (for twelve years of that time) its lobbyist or grant specialist.

The OIG's investigation into the town's processes for the procurement of engineering services revealed that, contrary to its own ordinance, the town failed to issue purchase orders prior to the procurement of engineering services on 66 engineering procurements from CAS. The OIG also determined that the town consistently used CAS's engineering services for the town's projects without regard for state and federal procurement regulations requiring the town to procure such services through competitive solicitation and negotiation and in a manner that was free of actual and apparent conflicts of interest.

In its response to the preliminary version of this report, the OIG received responses from the town (through the mayor), the vice-mayor, finance and budget director Georgina Rodriguez, public works director Todd Larson, and former town manager Robert Levy. In their responses, the individual parties do not challenge the OIG's overall findings. Instead, they offer explanations as to why they are not responsible for the deficiencies identified.

The OIG acknowledges that the town began to address the concerns raised in this report after this investigation became known to officials and staff. The OIG is specifically encouraged by the town's response which reflects its commitment to correcting the deficiencies identified by the OIG's investigation. In its response, the town reported on the changes already made and summarized the steps it intends to take in order to implement the remaining recommendations

John W. Scott, *Inspector General*

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offered by the OIG. To that end, we have requested that the town provide us with a status report in 90 days, or by May 3, 2018, regarding the town's progress.

Attachment

cc: Honorable Barbara Sharief, Member, Broward County Board of County Commissioners
Tom S. Wilde, Assistant Town Manager, Town of Pembroke Park
Individuals previously provided a Preliminary Report (under separate cover)

BROWARD OFFICE OF THE INSPECTOR GENERAL



FINAL REPORT

**OIG 14-032
February 2, 2018**

*Misconduct and Gross Mismanagement in the Town of Pembroke Park's
Procurement of Professional Engineering Services*



BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: *MISCONDUCT AND GROSS MISMANAGEMENT*
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

SUMMARY

The Broward Office of the Inspector General (OIG) has concluded its investigation into the Town of Pembroke Park's procurement of professional engineering services, determining that the town manager (who retired after we released our December 21, 2017, preliminary report in this matter) and the public works director engaged in misconduct and that the town manager, the public works director, and the finance and budget director engaged in gross mismanagement.

During the OIG's general review of the town's procurement process, we became concerned whether the town was circumventing competitive solicitation requirements.¹ We substantiated this concern. Chief among our disturbing findings was that, on 66 out of 67 documented procurements between 1999 and 2015, the town exclusively used Craig A. Smith and Associates, Inc. (CAS) – its interim town engineer and consultant engineering firm and (for twelve years of that time) its lobbyist or grant specialist² – for its engineering services needs.

We determined that the town did not issue any purchase orders prior to procurements, did not issue requests for qualifications (RFQs) or create a pool of qualified firms, did not issue requests for proposals (RFPs)³ from that pool for individual projects, and did not competitively negotiate for engineering services. On at least 66 occasions, the responsible town officials disregarded the local code that mandated they issue prior purchase orders. On 22 occasions, they also flagrantly and repeatedly disregarded the laws that required that the town procure engineering services through a fair, open, and competitive solicitation; that terms be competitively negotiated; that the procurements be free of conflicts of interest; or some combination of these requirements. These laws included the Consultants' Competitive Negotiation Act (CCNA), which is applicable to all local governments in Florida and the federal regulations governing the federal grants that CAS sought and the town used to pay CAS for the engineering services.

The town paid CAS approximately \$3,323,245 in public funds for those 22 projects between 1999 and 2015.

¹ We limited our scope to procurement processes in part due to our difficulty in obtaining town records, which in many cases made our assessment of the town's processes difficult or impossible.

² CAS contracted with the town to provide services as a "[c]onsultant to obtain and administer Special Legislative Appropriation Funding on the TOWN's behalf, and ... to administer the special funding projects relating to improvements in the TOWN." (Exhibit 4) Witnesses referred to this CAS role variously as "lobbying," "grant writing," and "grant specialist" services. We refer to this CAS role as "lobbyist or grant specialist."

³ RFPs are written or electronically posted solicitations for competitive, sealed proposals. § 287.012, Florida Statutes.

BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT

IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

The OIG also determined that the town manager, the public works director, and the finance and budget director engaged in gross mismanagement when they failed to properly administer the public funds used to procure CAS's services between 1999 and 2015.

The town began to address its procurement shortcomings after this investigation became known to officials and staff in or after August 2014.⁴ In addition to the steps the town has already taken, it should implement the recommendations that appear at the conclusion of this report.

In light of our finding that town officials violated federal regulations in the procurement of federal grants, some of which Broward County sub-awarded to the town, in accord with our charter mandate, we are referring this matter to the Office of Inspector General of the U.S. Department of Housing and Urban Development (HUD) and the Housing Finance and Community Redevelopment Division of the Broward County Department of Environmental Protection and Growth Management for further action as those agencies deem appropriate.

Finally, in carrying out its charter mandate, the OIG has observed that some other Broward municipalities appear to fail to follow the CCNA. This state law applies to much of local governments' procurement of architectural, engineering, landscape architectural, and surveying and mapping services. We urge all local governments here in Broward County to take special note of the CCNA's requirements as detailed within this report and to counsel those responsible for the procurement of such professional services on the benefits of following and the hazards of failing to follow the CCNA.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the Broward Office of the Inspector General to investigate misconduct and gross mismanagement within the Charter Government of Broward County and all of its municipalities. This authority extends to all elected and appointed officials, employees and all providers of goods and services to the County and the municipalities. On his own initiative, or based on a signed complaint, the Inspector General shall commence an investigation upon a finding of good cause. As part of any investigation, the Inspector General shall have the power to subpoena witnesses, administer oaths, require the production of documents and records, and audit any program, contract, and the operations of any division of the County, its municipalities and any providers. The Broward Office of the Inspector General is also empowered to issue reports, including recommendations, and to require officials to provide reports regarding the implementation of those recommendations.

⁴ The OIG's investigation was heavily dependent on the ability to receive town records when and as requested. Often during the course of our review, the town failed to provide adequate records of its past procurements in a timely manner, if at all. According to the public works director's response to this report, he is facing the same challenges today

BROWARD OFFICE OF THE INSPECTOR GENERAL

**FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES**

RELEVANT GOVERNING AUTHORITY

Pembroke Park Town Charter

Part I, § 15 – Creation of departments, provides:

For the purpose of systematically handling the government, the Commission shall create the following departments, and one Commissioner shall have charge of each department: Executive Department, in charge thereof to be ex-officio the Mayor; Department of Taxes, the Commissioner in charge thereof to be the Clerk; Department of Finance, the Commissioner in charge thereof to be the Vice-Mayor; Department of Health and Zoning, one of the other Commissioners as is designated by resolution of the Commission; and Department of Public Works and Water, one of the other Commissioners as is designated by resolution of the Commission.

Pembroke Park Town Code

§ 2-84 – Duties, responsibilities

The duties and responsibilities of the Town Engineer shall be as follows:

- (1) He shall prepare all specifications, designs, plans and contractual documents for all public work projects including, but not limited to, streets and roadways, drainage, water and waste water and sanitary sewage collection systems.
- (2) He shall review all plat submissions and provide his written recommendation regarding same.
- (3) He shall review all site plan submissions and provide his written recommendation regarding same.
- (4) He shall review all plans and specifications for water, drainage, streets and roadways submitted by private developers and provide his written recommendation regarding same.
- (5) He shall observe and review all engineering projects built by the Town or built for the Town under contracts with private contractors and provide a written report on his observations.
- (6) He shall observe and review all engineering projects built by private developers under permits from the Town and provide a written report on his observations.
- (7) He shall review cost estimates whenever costs are a basis for the fee to be charged for permits or otherwise.
- (8) He shall advise the Commission as requested from time to time on all engineering matters.
- (9) He shall advise the Commission immediately upon his observation of any project or undertaking within the Town that does not comply with sound engineering principles.
- (10) He shall respond to questions on any engineering matter for the staff and employees of the Town.
- (11) He shall appear at all Commission meetings wherein a matter relating to engineering is scheduled to be discussed and also upon the request of the Commission.

BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT

IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

- (12) He shall determine whether or not the elevations of all sites submitted for development are within the criteria as provided in the floodplain ordinance and submit his written report with respect to same.

§ 2-94 – Duties and responsibilities.

The duties and responsibilities of the Town Manager shall be as follows:

- (a) To see that the policies and directions of the Commission with respect to the administration and operation of the Town are followed.
- (b) To attend all meetings of the Commission.
- (c) To prepare the agenda for all meetings of the Commission including, but not limited to, special and workshop meetings.
- (d) To keep the Commission fully advised as to the needs of the Town.
- (e) To recommend to the Commission for its consideration such measures as he or she may deem necessary, expedient or otherwise in the Town's best interests.
- (f) To review the operations and administration of all departments and divisions of the Town government and to periodically report to the Commission as to the operations of same, and recommendations, if any, with respect to said department or division.
- (g) To exercise general supervision over the operation of the Administrative Department of the Town. ...
- (k) To assist the Budget and Finance Director and the Town Planner in making application for Federal and State grants as directed by the Commission. ...

§ 24-74. – Duties, responsibilities.

The duties and responsibilities of the Finance and Budget Director shall be as follows:

- (1) To advise the Commission on all matters relating to fiscal affairs of the Town including budgeting and accounting;
- (2) To assist in the preparation of the annual budget of the Town;
- (3) To review expenditures to ensure compliance with the current budget of the Town;
- (4) To recommend amendments and revisions to the annual budget when advisable;
- (5) To review bookkeeping, accounting and disbursement procedures to ensure compliance with the statutes of the State and the ordinances and resolutions of the Town;
- (6) To review investment policy to ensure the highest return to the Town on its investments and that such investments are made in accordance with the applicable statutes of the State and the ordinances of the Town;
- (7) To perform such other duties as may be assigned by the Commission relating to the financial and budgetary matters of the Town.

BROWARD OFFICE OF THE INSPECTOR GENERAL
FINAL REPORT RE: MISCONDUCT AND GROSS MISMANAGEMENT
IN THE TOWN OF PEMBROKE PARK'S PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

§ 2-121. - Commission authorization required for procurements.

No services, materials and/or supplies shall be procured for or on behalf of the Town unless such procurement has specifically been authorized by the Town Commission in a regular or special meeting, except as may be otherwise provided in this article.

§ 2-122. - Purchase orders—Required.

No services, materials and/or supplies shall be procured for or on behalf of the Town unless prior to such procurement a purchase order shall have been issued therefor and signed by the Clerk-Commissioner or, in his absence or disability, by the acting Clerk-Commissioner, except as provided pursuant to section 2-124 of this division.

§ 2-123. - Same—Conditions for issuance.

The clerk-commissioner ... is hereby authorized to issue purchase orders for any services, materials and/or supplies for which specific authorization has previously been made by the town commission in accordance with the provisions of section 2-121, and for any purchase or procurement of services, materials and/or supplies, the cost of which is less than five hundred dollars (\$500.00), provided the purchase or procurement has been authorized in the then current annual budget of the town, and the proposed expenditure is within the amount appropriated for the purchase and there remains unencumbered and unspent in such appropriation a sufficient sum to pay for the item or items included in the purchase order; provided, however the clerk-commissioner ... is hereby authorized to issue purchase orders upon the written request of the town engineer for projects previously approved by the commission in amounts exceeding five hundred dollars (\$500.00), but not exceeding fifteen hundred dollars (\$1,500.00), for work in connection with said projects

§ 2-124. - Regular, recurring procurements.

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

§ 2-125. - Authorization to pay for services and materials.

The Clerk-Commissioner is hereby authorized to pay upon receipt, or thereafter, any invoice or statement to the Town for services, materials and/or supplies that have been ordered pursuant to the provisions of section 2-123 of this division, provided such services, materials and/or supplies have been rendered or delivered in accordance with the provisions of the purchase order. The Clerk-Commissioner shall pay upon receipt, or thereafter, any invoice or statement for services, materials and/or supplies that have been approved for

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payment by the Town Commission pursuant to resolution adopted in accordance with the provisions of section 2-124 of this division. ...

§ 2-127. - Schedule of bills, invoices, to be on Commission agenda.

The Clerk-Commissioner shall attach to the agenda of each regular monthly meeting of the Town Commission a schedule of bills or invoices to be approved by the Town Commission, as well as a schedule of any bills or invoices that have been paid pursuant to the provisions of this article, and were not presented to the Commission on any prior schedule of bills or invoices for approval. ...

§ 2-141. - Required for certain purchases.

- (a) The purchase of any supplies, materials, goods, merchandise, printing, equipment or other personal property and the letting of contracts for construction projects in excess of three thousand dollars (\$3,000.00) shall be permitted only after written competitive bids from at least three (3) different sources are received by the Commission for consideration.
- (b) No purchase of any supplies, materials, goods, merchandise, printing, equipment or other personal property nor the letting of contracts for construction projects shall be permitted when the purchase price thereof is in excess of twenty-five thousand dollars (\$25,000.00) per item, unless upon competitive bids received as provided in this division. ...

§ 2-143. - Publication and posting of notice for bids.

Whenever competitive bids are required, pursuant to the provisions of this division, notice of the solicitation of such bids shall be published by the Clerk-Commissioner in a newspaper of general circulation in the County two (2) times at one-week intervals, with the first publication not less than ten (10) days nor more than twenty (20) days prior to the day the bids are to be received and opened. In addition, the Clerk-Commissioner shall cause such notice to be posted in two (2) conspicuous places in the Town Hall, which posting shall be made at least ten (10) days prior to the day the bids are to be received and opened.

Consultants' Competitive Negotiation Act (CCNA)

F.S. § 287.055, Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. ...

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(2) DEFINITIONS.—For purposes of this section: ...

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another. ...

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion. ...

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a) 1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount ... or for a planning or study activity when the fee for professional services exceeds the threshold amount⁵

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. ...

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may

⁵ The threshold for construction costs was \$250,000 in 1999 to 2009 and \$325,000 in 2010 to 2015. The threshold for planning or study activity fees was \$25,000 in 1999 to 2009 and \$35,000 in 2010 to 2015.

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require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount ... or for a planning or study activity when the fee for professional services is not in excess of the threshold amount. ... However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount ..., the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

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(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached....

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts. ...

Federal Regulations

24 § 85.36 Procurement. ...

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or

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agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. ...

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
- (ii) Requiring unnecessary experience and excessive bonding,
- (iii) Noncompetitive pricing practices between firms or between affiliated companies,
- (iv) Noncompetitive awards to consultants that are on retainer contracts,
- (v) Organizational conflicts of interest, ... and
- (vii) Any arbitrary action in the procurement process. ...

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations: (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. ...

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources. ...

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(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- (ii) Proposals will be solicited from an adequate number of qualified sources;
- (iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
 - (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
- (iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section. ...

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(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. ...

(i) *Contract provisions.* A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) ...

2 CFR §§ 200.317-326

On December 19, 2014, the Office of Management and Budget (OMB) and all federal award granting agencies published a joint, government wide, interim rule. In this rule, HUD codified the requirements for federal awards and amended 24 CFR parts 84 and 85 by removing all substantive provisions. Additionally, it included a provision that federal awards made prior to December 26, 2014 be governed by parts 84 or 85. Federal awards made after December 26, 2014 are governed by 2 CFR §§200.317-§200.326. Through its investigation, the OIG identified eight Pembroke Park projects funded by federal awards. 24 CFR §85.36 governs seven of these awards, while 2 CFR §200.317-326 governs the remaining one.

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The new provisions within 2 CFR §§ 200.317-326, applicable to the town's eighth project, are identical in substance to the provisions of 24 CFR §85.36, cited above.

INDIVIDUALS AND ENTITIES COVERED IN THIS REPORT

The Town of Pembroke Park

The town was incorporated in 1957. With a population of approximately 6,000 residents that doubles during the winter, the town is located off I-95 and Pembroke Road and has a total area of 1.6 square miles.

Five commissioners comprise the town's governing body. Currently, the mayor, the vice mayor, and two additional commissioners sit on the commission; there is one open seat. As of September 2016, the town payroll records reflected 30 full-time staff employees.

As directed by the town's charter, the mayor is charged with overseeing the executive department, the vice-mayor is charged with the department of finance, the clerk commissioner is charged with the department of taxes, and the remaining commissioners are charged, through resolution, with the department of health and zoning and the department of public works.⁶ According to the organizational chart included in the town's comprehensive annual financial report for the past thirteen years,⁷ the town attorney, deputy town clerk, and town manager report directly to the town commission. The finance and public works departments report directly to the town manager.

Craig A. Smith & Associates, Inc.

CAS is a civil engineering, surveying, and construction management firm that was incorporated in 1980. It has provided engineering services to the town since the 1980s. CAS served as the town's interim town engineer from August 1999 until March 2015. It was the town's consultant engineer from February 2000 until at least February 2017. It was also the town's lobbyist or grant specialist for part of this time, seeking and securing grants for engineering projects from October 1999 until August 2011.

⁶ As reported here, the town's charter provides that the elected officials are in charge of different town departments. But we could not discern in law or fact what "in charge" means or how the town interprets the term, except to observe that the town manager appears to control the administration of the town. We found that the elected officials relied exclusively on the documents and recommendations that the town manager, the public works director, the finance and budget director, and the interim town engineer provided to them. The town commission as a whole also approved each of these procurements based on the assertions of the professionals. Especially considering the interviews of the mayor and vice mayor described herein, in which they credibly stated that they questioned staff on certain aspects of these procurements and the documents to support them and that they ultimately relied on the professionals, we find in this matter that the elected officials reasonably relied on the town manager's assertions that this was how the process worked.

⁷ This organizational chart is outdated, considering the fact that there are now two assistant town managers but the chart only reflects one.

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Robert Levy

Mr. Levy has worked for the town since the late 1980s, except between March 1995 and October 1997, when he was the city manager for the City of Wilton Manors. The town commission appointed him the town administrator (later changed to town manager) in 1997, and he has held the post since.⁸ Although he described his duties as limited to advising the commission, the town code establishes his duties as the execution of the commission's policies and directions, advising the commission of town needs, recommending measures necessary or in the town's best interests, reviewing and reporting on the operations and administration of all town departments and divisions, exercising general supervision over administration, and assisting in applying for grants as the commission directs. The finance and budget director and the public works director report directly to him. As the town manager, while on contract, he reports to and serves at the pleasure of the town commission.

Todd Larson

Mr. Larson is the public works director for the town and has held this position since 2000. He is responsible for the public works department's procurement of goods, materials, and services valued over \$500, which includes providing for the town's engineering needs. He reports directly to the town manager.

Georgina Rodriguez

Ms. Rodriguez has been the town's finance and budget director for 16 years and, although the town code states she is appointed by and serves at the pleasure of the town commission, she reports to the town manager. The finance department is responsible for the town's purchasing function. According to the town code, her duties include ensuring that town funds are spent in an appropriate manner, meeting all state, federal, and local requirements.

INVESTIGATION

Investigation Overview

The OIG's Contract and Procurement Oversight Program initiated a routine inspection of town solicitations for the year 2012. The review uncovered a number of issues and concerns, whereupon the OIG found good cause to initiate an investigation into the town's procurement of professional engineering services and its contractual relationship with CAS. The OIG's investigation substantiated misconduct and gross mismanagement where the town circumvented laws designed (1) to ensure that qualified firms have a fair chance to obtain government business and (2) to minimize government vulnerability to non-competitive rates.

⁸ Mr. Levy retired from the town after the OIG issued the December 21, 2017, preliminary report in this matter. His retirement became effective January 3, 2018.

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The investigation involved the review of substantial documentation including, but not limited to, contracts between the town and CAS; relevant town commission meeting minutes; memoranda drafted by town officials and consultants; town financial records; and federal, state, and county agencies' records. The OIG also conducted interviews with various witnesses, including town officials, town employees, and current and former CAS employees.

The Town's Relationship with CAS

1. CAS as Town Engineer

Pembroke Park employed a staff town engineer from approximately 1987 until 1999. During this time, the former town engineer outsourced the town's engineering services work to several outside consultants. One of those consultants was CAS. Following the former town engineer's retirement, the town commission, through an August 1999 resolution, appointed CAS as the interim town engineer until such time as the town could select a replacement town engineer. To that end and at that time, the town commission directed Mr. Levy to initiate the selection process for a contract town engineer under the CCNA (Exhibit 1), but that never occurred. CAS continued to serve and invoice the town as the "town engineer" for 16 years, until March 2015.⁹

According to the town code, the *town engineer* is charged with, among other duties, preparing all specifications, designs, plans, and contractual documents for all public works projects; reviewing and providing recommendations on all plans and specifications for water, drainage, streets, and roadways submitted by private developers; observing, reviewing, and providing reports on all engineering projects by or for the town under contracts or permits with private contractors; reviewing cost estimates when used as a basis for permit fees; advising the commission as requested from time to time; and responding to staff questions on any engineering matter.¹⁰ CAS provided the town with its own description of the duties it intended to perform when hired as the contracted town engineer, including "normal functions of a Town Engineer, including meetings with Town Commissioners, [town manager] and [town] staff, local developers, residents and representatives of regulatory agencies" as well as "review developer plans, compute impact fee's [sic], etc., accumulate engineering data and provide inspection services as inspector of developer projects, as appropriate." (Exhibit 3)

⁹ That CAS filled the role of interim town engineer until March 2015 is buttressed by CAS's own documents. In addition to the town's resolution appointing CAS as interim town engineer as featured in Exhibit 1, a number of CAS invoices demonstrate that CAS billed as the town engineer services through 2015. Additionally, CAS's March 2015 proposal for a town project is clear that CAS considered itself the town's engineer wherein the CAS senior vice president used the town as a reference, asserting, "CAS continues to provide overall Engineering Services for the Town and is assigned Town Engineer." (Composite Exhibit 2)

¹⁰ Town of Pembroke Park Code of Ordinances, § 2-84.

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2. CAS as Lobbyist or Grant Specialist

Two months later, the town hired CAS as the town's *lobbyist* or *grant specialist*. Specifically, in October 1999, the town engaged CAS's services to obtain and administer special legislative appropriation funding. (Exhibit 4) That is to say, CAS was charged with researching and applying for grant money to fund the town's engineering projects. It did so for the next twelve years until, on August 15, 2011, CAS requested that the town assign its (CAS's) contract to provide these services to "the new entity, CAS Governmental Services, LLC." (Exhibit 5)

3. CAS as Consultant Engineer

Four months after the town engaged CAS to be its lobbyist or grant specialist, the town hired the engineering firm to fill yet another role. In February 2000, the town entered into another agreement with CAS wherein CAS agreed to provide consultant engineering services "as requested by the TOWN." (Exhibit 6) The town contracted CAS to also "...provide and furnish the TOWN with all labor, services and supervision necessary to perform each work order project as assigned." At that time, the contract authorized CAS to provide consulting services on only two projects: the creation of an overall storm water master plan and the creation of an overall sanitary sewer system master plan aimed at determining corrective actions to resolve existing flooding conditions and at identifying needed improvements to the sanitary sewer system. In practice, CAS continued to provide consultant engineering services on virtually all engineering projects, and the town continued to pay for those services, although we found that this arrangement was invalid, as we explain later in this report.

In a local government setting, the *consultant engineer* or *consulting engineer* works on a contracted basis and at the direction of the engineer employed by the local government, in this case, the town engineer. The consultant engineer is expected to perform various duties such as assisting with the design and implementation of engineering projects, surveying and mapping, and preparation of construction documents. A review of CAS's 2000 consultant engineer contract revealed that the town historically charged its consultant engineer with similar duties. For example, according to its 2000 contract with the town, CAS intended to consult the town in "... the following disciplines: stormwater, water/wastewater, environmental, street/roads, process evaluation, cost-benefit analysis, land surveying and general engineering and Town planning services." (Exhibit 6) The town often used CAS as a *project engineer*, who carries the overall responsibility for the execution of the work related to a specific project, including supervision of the project team and their assigned activities.

Thus, by the year 2000, CAS held multiple roles within and for the town – as town engineer, lobbyist or grant specialist, and consultant engineer until 2011; and as town engineer and

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consultant engineer until 2015.¹¹ We would not have found the town's relationship with CAS, by itself, to be misconduct; however, it laid the groundwork for the town to violate its ordinance, the CCNA, and federal regulations on grants.

Town Officials Improperly Procured Projects by Failing to Follow the Town's Own Procurement Law and State Procurement Law

Between the years of 1999 and 2015, CAS provided the town with almost all of its engineering needs. Our investigation revealed that the town manager and the public works director engaged in misconduct by consistently violating local and state authority in the procurement of CAS's services.

1. The Town Failed to Issue Purchase Orders for 66 Procurements from CAS¹²

Chapter 3, Article V of the town's ordinance sets forth the town's procurement procedures. In addition to including language which resembles the state's procurement requirements found in the CCNA,¹³ the town includes its own requirements. One of these is that "[n]o services... shall be procured for or on behalf of the town unless prior to such procurement a purchase order shall have been issued. ..."¹⁴ It is a best practice to use purchase orders to memorialize terms and conditions between a government agency and its vendors for good or services.¹⁵ Purchase orders for services detail the scope of work and type of work agreed to.

But after comparing documents that CAS provided against the town's documentation of procurements between 1999 and 2015 under which CAS-provided services were billed, we could not locate preceding purchase orders on at least 66 occasions.^{16,17} Those procurements are detailed in OIG Appendix A and OIG Appendix B to this report.

OIG Appendix A lists town engineering projects that CAS worked on, but the OIG was unable to determine, based on the records that the town and CAS provided, what CAS's scope of work was for any of them. The town's finance and budget director informed the OIG that, while the town could produce purchase orders to pay CAS's invoices for the already procured services, the town did not issue purchase orders to CAS prior to the procurement of any of its

¹¹ The OIG began conducting interviews in conjunction with its investigation in August 2014.

¹² As reflected in OIG Table 2, one engineering project was awarded to Boyle Engineering. This procurement, also, did not have a preceding purchase order.

¹³ § 287.055, Florida Statutes.

¹⁴ § 2-122, Pembroke Park Code.

¹⁵ Procurement contracts come in various forms. One of these forms is a short form contract known as a purchase order. Watt, Patricia. *An Elected Official's Guide to Procurement*. Chicago: GFOA, 1995. A purchase order formalizes all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation. *Public Procurement Dictionary of Terms – The Comprehensive Reference for Public Purchasing Terms and Concepts*. Herndon: NIGP, Inc., 2008.

¹⁶ Although a CAS executive opined that contracts were purchase orders, they are not. In any event, the vast majority of the 66 engineering procurements identified herein did not involve contracts other than CAS proposals the town signed.

¹⁷ See footnote 11 above.

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services.^{18,19} Had town officials or staff issued prior purchase orders as the town's ordinance required, such documents would have reflected what services were intended by the parties – project design, design-build, construction management, or the like.

The town's most recent annual audit observed,

The Town's procurement policy as written requires Commission approval for all purchases. ... This was deemed by management to be operationally cumbersome and has not been followed by the Town. In addition, an approved purchase order (PO) is required for all items, except recurring payments and items previously approved by resolution of the Commission. Based on discussion with the Town's management, they were unaware that this was how the policy was written. ... Purchases [sic] orders appear to be inconsistently used. Furthermore, the documentation provided appears to be more of a combined check request/purchase order form, several of which had no information in the PO section.²⁰

Several individuals failed to ensure that purchase orders were issued prior to the procurement of engineering and lobbying or grant specialist services, therefore, there is no way to know what services were to be provided or what was to be approved. Without a written process designating exactly which staff members were responsible for generating and processing purchase orders, we fault the town manager and the director of public works for failing to ensure that purchase orders were in place prior to the procurement of engineering and lobbying or grant specialist services to approve and detail exactly what they were meant to pay for.²¹

2. The Town Failed to Competitively Solicit Engineering Projects

The town's procedure for the procurement of engineering services mandated that the town permit "the letting of contracts for construction projects" over \$3,000 only after it received written competitive bids from at least three different sources and, for those over \$25,000, only after following the receipt of competitive bids received as provided in the code, which required the publication and posting of notices for bids.

¹⁸ The town's finance and budget director made this assertion during a telephone conversation with OIG staff on February 24, 2016. Although we requested that the finance and budget director provide us this assertion in writing, to date, she has failed to do so. Instead, the OIG received an email from the town attorney explaining the town's general procedures for authorization and payment on CAS invoices.

¹⁹ We searched the town's resolutions for evidence that the commission exempted CAS services from the purchase order requirement on any occasion and found none.

²⁰ Town of Pembroke Park, Florida Comprehensive Annual Financial Report for the Year Ended September 30, 2016. (Composite Exhibit 7 (excerpt))

²¹ See our discussion in the section below titled, "*Town Officials Committed Gross Mismanagement by Failing to Properly Administer Public Funds*," where we also fault the finance and budget director for failing to (1) compile written procedures for purchasing and accounts payable and (2) ensure that prior purchase orders were issued and approved before her department processed CAS invoices for engineering services rendered.

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The CCNA required the town to screen for qualifications any firm that desired to provide it with professional engineering services. When the town estimated that (1) construction costs would exceed \$325,000 or (2) a fee for a planning or study activity would exceed \$35,000, the CCNA required the town to publicly announce a solicitation, that is, issue an RFP.²²

Furthermore, the CCNA stipulated how the town was to select a firm to perform a proposed project. It required the town to evaluate current statements of qualifications and performance data on file together with those statements submitted by other firms, and it then required the town to conduct discussions with at least three firms regarding their qualifications, approach to the project, and ability to furnish the required services. The town was then to select, in order of preference, at least three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm was qualified, the CCNA required the town to consider several factors "with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms."²³ These factors included, but were not limited to, the ability of professional personnel, whether the firm was a certified minority business enterprise, and the firm's past performance. After three firms were selected, the town was then required to competitively negotiate the terms of the engineering contract with the most qualified of the firms.

The OIG determined that there were 22 CAS projects which the town should have competitively solicited because they met the thresholds of the town's ordinance, the CCNA, or both, as follows:

²² Prior to 2010, these thresholds were \$250,000 and \$25,000 respectively. § 287.017, Florida Statutes (2009).

²³ § 287.055(4)(b), Florida Statutes.

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**OIG Table 1: Projects for which the Town Should Have Issued RFPs or Obtained Bids
for Engineering Services (and Ultimately Paid to CAS), 1999-2015**

OIG REF. NO.	CAS PROJECT NO.	TOWN PROJECT NO. ²⁴	DESCRIPTION/LOCATION	TYPE OF PROJECT	CAS TOTAL FEES
1	99-0733	3300	Carolina & 31 st St. North	Planning activity	\$ 194,667
2	99-0733	3342	Pembroke Industrial Park/Meekins Lake	Planning activity	77,593
3	99-0747	3305	Master Stormwater Plan	Study	79,150
4	99-0748	4105	Sanitary Sewer System Master Plan	Study	84,580
5	99-0785	--	SW 30th Ave Improvements - Phase II	Planning activity	210,000
6	01-1005	--	I-95 & Pembroke Road Pump Station	Construction	651,303
7	01-1015	--	Carolina Street Stormwater Pump	Construction	319,715
8	02-1087	4110	Hallandale Beach Force Main	Planning activity	37,000
9	02-1090	--	Rehab - 3 Lift Station	Planning activity	57,073
10	04-1248	4134	Improvements/Sewer PS	Construction	384,633
11	05-1324	--	Park Road Improvements	Planning activity	47,990
12	06-1377	3335	52nd & 56th Avenue	Construction	118,684
13	06-1380	9024	Pem Pk – SW 30 th Ave	Planning activity	50,000
14	07-1419	9030	Pembroke Park 31 st /32 nd Year Funds	Planning activity	32,000
15	07-1437	3338	N Portion SW 52nd Avenue	Construction	364,440
16	07-1438	4140	Fix/Maintain Gen Ls 14,17,19	Construction	49,980
17	09-1521	4135	Route Survey SW 30th Street	Planning activity	39,000
18	09-1524	4136	SW 30th Avenue Area 5	Planning activity	45,000
19	10-1570	3337	Stormwater Master Plan & Map	Study	172,000
20	12-1646	3340	SW 30th Ave S SW Improvements	Construction	164,112
21	12-1647	--	FEMA Flood Elevations R	Study	38,760
22	15-1833	--	SW 31st Avenue Improvements	Construction	105,565
TOTAL					\$3,323,245

The town awarded all 22 projects listed in OIG Table 1 to CAS. Although we originally expected to find RFPs or other evidence of compliance with the CCNA for all of these projects, the OIG was only able to identify that the town issued eight RFPs for engineering services between 1999 and 2015, as follows:

²⁴ We could not locate a town project number for many engineering projects.

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**OIG Table 2: Occasions on which the Town Did Issue RFPs
for Engineering Services, 1999-2015²⁵**

OIG REF. NO. 26	DUE DATE	CAS PROJ. NO. 27	TOWN PROJ. NO.	RFP TITLE/DESCRIPTION	NO. OF BIDS	PROJECT NAME(S)	CONTRACT AMOUNT/ AWARDED TO
3, 4	11/24/99	99-0747 99-0748	3305 4105	for Surface Water (Stormwater) and Wastewater Engineering Services	7	Stormwater Master Plan; Sanitary Sewer Master Plan	\$123,940 84,580 CAS
--	08/05/03	--	--	for Professional Engineering Services Design & Construction Services for 28th & 29th Year CDBG ²⁸	2	Antique Row Beautification Project (Phase I); Antique Row Beautification Project (Phase II)	83,684 95,276 CAS
13	04/20/06	06-1380	9024	for Professional Engineering Services Design & Construction Services for 31st Year CDBG	3	SW 30th Avenue Improvements (Phase I)	13,350 CAS
--	02/27/08			for Professional Engineering Services Design & Construction Services for 33rd & 34th Year CDBG	1	Pembroke Park Preserve Improvements Project (Phase I); Pembroke Park Preserve Improvements Project (Phase II)	86,266 80,538 BOYLE
15	11/21/08	07-1437	3338	for Professional Engineering and Construction Oversight for 2005 Florida Disaster Recovery and 2005 Florida Disaster Recovery; Supplementary Funds for CDBG Program	3	2005 CDBG DRI (Service Area 25 - SW 52 Ave. Infrastructure, Storm Drains and Street Improvements)	\$341,003 CAS

²⁵ CAS was the only respondent to those RFPs that resulted in one bid each.

²⁶ Compare to the OIG reference numbers in OIG Table 1 (underlined).

²⁷ CAS and the town did not always reference a project number for the RFPs.

²⁸ According to HUD, the Community Development Block Grant (CDBG) program, provides communities with resources to address a wide range of unique community development needs. The program provides annual grants to 1,209 units of state and local government. Here, the federal government awarded CDBG grants to Broward County, which sub-awarded them to the town.

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OIG REF. NO. 26	DUE DATE	CAS PROJ. NO. 27	TOWN PROJ. NO.	RFP TITLE/DESCRIPTION	NO. OF BIDS	PROJECT NAME(S)	CONTRACT AMOUNT/ AWARDED TO
--	01/31/11	--	--	for Professional Engineering Services Design & Construction Services for 36th through 40th Year CDBG	2	Stormwater Improvements; Stormwater Improvements Phase II; Stormwater Improvements Phase III; Pembroke Park Preserve Improvements Phase IV	72,823 52,054 55,542 54,713 CAS
20	06/25/12	12-1646	3340	for Professional Engineering Design & Construction Oversight for FEMA Funds from the FEMA LPDM-2009 Program	3	Pembroke Park SW 30th Ave S SW Improvements	159,980 CAS
--	04/05/15	--	--	for Professional Engineering Services Design & Construction Services for 40th to 42nd Year CDBG	1	SW 25th Street Drainage Improvements	41,668 CAS

Of the eight occasions on which the town issued RFPs for engineering services, the town awarded CAS seven contracts (covering twelve out of fourteen projects).

As we explain in subsection 3 below, titled, *"The Town Failed to Abide by State and Local Procurement Authority on those Projects that Appeared to be Competitively Solicited,"* although the town issued these eight RFPs, its staff's efforts to competitively solicit the projects did not comport with the CCNA. Moreover, using the scant documentation provided by CAS and the town, we could only correlate five projects to an accompanying RFP, as indicated by the OIG reference numbers in OIG Table 1 and OIG Table 2.²⁹ The OIG conducted several interviews with town officials and employees and CAS representatives to determine how the town procured the projects that are not listed in OIG Table 2, if they were not procured through an RFP.

²⁹ Even after reviewing records with town and CAS witnesses, the OIG experienced difficulty in matching the RFPs with the projects completed for several reasons, including that the town's and CAS's project numbers, names, and descriptions were different in some cases and absent in some others. We note that the town's 2016 Comprehensive Annual Financial Report, issued on June 30, 2017, reflected that the independent audit team of Grau & Associates, CPAs, experienced similar difficulties in reviewing purchasing documents for the fiscal year ending September 30, 2016, writing in the report, "[w]e noted certain instances where documentation provided was incomplete or inadequate." (Composite Exhibit 7 (excerpt))

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The town's public works director Mr. Larson explained that sometimes the town commission requested engineering proposals solely from CAS because "Craig A. Smith was already there" as town engineer. He said that, while it was his understanding that CAS had a consultant engineering services contract for storm water, wastewater and other services, the consulting work it provided was based on each individual project's scope of work, not on the original consulting services contract. He told the OIG that he did not know about the CCNA.

The town's current town engineer, a former CAS employee who had filled the role of interim town engineer between 2008 and 2015 before being hired as a full time town employee, corroborated Mr. Larson's explanation. Specifically, the town engineer explained that, between 1999 and 2016, only CAS provided consultant engineering services to the town and that it was not until 2016 that the town competitively solicited for such services. According to the town's current town engineer, CAS was the town's sole provider of consultant engineering services between 1999 and 2016.³⁰

CAS's senior vice president also said that CAS was the only firm providing professional engineering services to the town. He said that the town issued an RFQ and then entered a general engineering services contract with CAS. After the town awarded the contract to CAS, whenever the town had an engineering project to undertake, it asked CAS to submit a proposal. He stated that town staff reviewed the submitted proposal and cost information and, if satisfied, presented it to the town commission for approval. He confirmed that, most times, the town requested a proposal only from CAS. Whenever it requested CAS to submit a proposal for a project, the firm did not make any formal presentation before town staff. Rather, the firm described the scope of the work and the cost to the staff. Town staff then presented the proposal before the commission. When the town approved the proposal, the proposal was signed off by the town and became the contract for the project. This continued until approximately September of 2016, when the town issued an RFQ for professional services, as outlined later in this report.

CAS's president also explained the ongoing relationship between CAS and the town. According to him, it began in the late 1980s when, following an RFP, the town appointed CAS as its consultant engineer. Referring to the original 1980s contract as a "continuing contract," he explained that, until 2016, whenever the town required engineering services, it requested that CAS submit a proposal. If the proposal was satisfactory, the town then issued a work order authorizing CAS to perform the work.

His assertion that the town assigned CAS to all its engineering projects through a "continuing contract" was erroneous. We did not observe any contract between the town and CAS stemming from the 1980s. We did see that, in 2000, CAS and the town entered into a contract following a 1999 RFP for "Surface Water (Stormwater) and Wastewater Engineering Services," which called for proposals for the selected firm to conduct storm water and wastewater studies and for the town to use the selected firm for "continuing general

³⁰ As reflected in OIG Table 2, the town awarded an engineering contract to Boyle Engineering Corp. on March 4, 2009.

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services.”^{31, 32} (Exhibit 6) Yet, Mr. Larson told the OIG that the consulting services that CAS provided the town was based on proposals for each individual project and not on the original consulting services contract. And, because this contract exceeded the estimated cost thresholds and lacked a time limitation except for a termination clause, it did not meet the controlling definition of “continuing contract”³³ and thus the CCNA applied to require the town to competitively solicit for these services. Finally, as written, the 2000 agreement purported to negate the CCNA’s statutory requirements to qualify, issue RFPs, and competitively negotiate. But relevant legal authority has rejected using agreements to contract out of the provisions of the law – in this case, the CCNA.³⁴

Like the OIG, the independent auditor recently determined that the town failed to observe its procurement process, labeling it a “significant deficiency.” It reported that, for the year ending September 30, 2016,

Inadequate documentation was provided in several instances to support compliance with the City’s procurement procedures, including procedures for obtaining required quotes and bids to ensure competitive selection. Furthermore, per inquiry, sole source documentation was indicated without appropriate documentation to support designation or approval as sole source vendor.

The audit firm recommended that the town ensure the personnel involved know and abide by the official procurement process, that it consider updating the process to ensure appropriate controls that are also practical, and that it properly document and make accessible the records and approvals generated in the procurement process. Town management’s response to these observations and recommendations was, “The Town is in the process of reviewing the Procurement Manual to ensure all of the auditor’s comments are addressed. Management will contact the auditor to determine what sole source documentation or approval is needed.”³⁵ (Composite Exhibit 7 (excerpt))

³¹ We could not identify that the town undertook any projects as a result of the studies. In fact, when we asked the CAS senior vice president to identify which projects stemmed from the list of locations CAS identified within the “Drainage Deficient Area Index” (DDAI) during the storm water study, he could not. He stated that the projects were “not going to match-up with [the DDAI].”

³² As discussed below, this contract was not the result of a truly competitive solicitation and negotiation process.

³³ In 2000, §287.055(2)(g), Florida Statutes defined a “continuing contract” as “a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed \$500,000, for study activity when the fee for such professional service does not exceed \$25,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.” *See also* Op. Att’y Gen. Fla. 96-52 (1996).

³⁴ A contract cannot be read in a way that validates otherwise illegal conduct. *See Title & Trust Co. of Florida v. Parker*, 468 So. 2d 520, 524 (Fla. 1st Dist. App. 1985).

³⁵ We note that the town’s purchasing code provided that, “[w]henever a department head desiring to purchase an item determines that such item is subject to the bid procedure stated in this division and is available from only a single source, that item may be excepted from the bid requirements set forth in this division, provided the department head files with the Town Commission a certificate of conditions and circumstances limiting the availability of such item and the Town

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As reflected in OIG Tables 1 and 2, our investigation substantiated the fact that, between at least 1999 and 2015, the town contracted with CAS to provide engineering services for about ten projects without issuing any competitive solicitation and in disregard of the town's ordinance and the state's CCNA requirements.³⁶

3. The Town Failed to Abide by State and Local Procurement Authority on those Projects that Appeared to be Competitively Solicited

According to the CAS senior vice president, the town did competitively solicit projects funded by external sources, such as federal grants, because external sources required it. As shown above in OIG Table 2, we identified eight occasions when the town issued RFPs, and upon inspection we found that, indeed, federal grants funded all these projects.³⁷

Even though these eight projects met the criteria that subjected them to the above-referenced local and state requirements for competitive solicitation and negotiation, they, too, failed to comply with state and local procurement law, where interviews with town officials and CAS staff as well as the town's own records make clear that CAS was poised to receive almost all of the town's awards regardless of whether the town engaged in an RFP process. Indeed, the town even went so far as to issue an after-the-fact RFP for its polestar project – the storm water and wastewater master plans – in an effort to legitimize the award. That is to say, the town received CAS's proposal for these studies in February 1999, approved said proposal in May 1999, and had CAS commence work on the studies several months before the RFP for that project was issued in October 1999. (Composite Exhibit 8)

While the town's after-the-fact RFP is enough to substantiate misconduct in the procurement of its engineering services, there are other factors that corroborate this finding. For instance, we note that four of the eight RFPs resulted in fewer than three proposals, a requirement of the local and state standards.

More significantly, Mr. Larson, the town's public works director, explained that, during his time with the town, he conducted approximately half a dozen solicitations for professional engineering and construction services. He stated that he was not familiar with the CCNA, saying, "I don't know what that even is." He said he just wrote the scope of services and left it to others to review and approve. He did not recall anyone ever asking him to review the CCNA or to consider CCNA requirements when conducting solicitations.

Commission authorizes the purchase by a motion adopted at a regular or special meeting of the Commission, which motion must be approved by at least three (3) members of the Commission." § 2-144, Pembroke Park Code of Ordinances, Exception for items of limited availability.

³⁶ There were 22 CAS engineering projects listed in OIG Table 1 for which the town should have issued RFPs. We subtracted the twelve CAS projects covered by the eight RFPs reflected in OIG Table 2 to arrive at the figure of ten CAS projects that were missing in RFP.

³⁷ Not including the Surface Water (Stormwater) and Wastewater project, the town received at least approximately \$1.9 million dollars in federal grants for the projects identified above. While we could not determine the value of the federal grant for the storm water/wastewater project, we were able to confirm that it was funded using federal grants evidenced by correspondence between CAS and Mr. Levy.

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In describing the process he used to evaluate responses to the RFPs, he admitted to the following:

- He alone reviewed engineering proposals, submitted his evaluation and recommendation to the town attorney for review, and then submitted all supporting documents to the town commission for award.
- When drafting solicitation documents, he used the basic scope of work and any design documents that CAS created.³⁸
- If CAS created cost estimates for project activities and supplies, sometimes he adjusted the cost estimates for inflation prior to using them.
- He did not release CAS's design documents and cost estimates when posting the solicitation documents, saying that prospective respondents knew that these documents were available and could request them.

The town did not abide by its own ordinance or the CCNA when appearing to competitively solicit projects funded by state or federal grants. The town did not endeavor to pre-certify any vendor as qualified to provide the town professional services as the CCNA required. Although the town did publicly solicit proposals on eight occasions, it did not make a meaningful attempt to vet and select three firms and then engage in discussions with them, as mandated by the CCNA. In several instances, the town proceeded with awards to CAS even when less than three bids were received, in violation of both the town's ordinance and the CCNA. Finally, after selecting CAS as the most qualified provider in seven out of eight occasions, the town made no effort to engage in arms-length discussions or competitively negotiate CAS's prices before awarding CAS the contract, all in violation of the CCNA.³⁹

During his interview with the OIG, Mr. Levy acknowledged the benefits of competitive solicitation. However, he said he did not have a problem with the town continuously using CAS, considering CAS had developed the town's master plan. He told the OIG that a new firm would have "a learning curve" and insist on doing things its way. In Mr. Levy's opinion, it was more efficient for the town to work with the people that developed the master plan than with a new firm every time.

OIG interviews made clear that, prior to this office's investigation, Mr. Levy did not ensure that the public works director knew and followed applicable procurement law. Once he became aware of the shortcomings, he did not hold the public works director responsible for them. The public works director proceeded to procure engineering services without consulting readily available resources, including his supervisor and the consultant engineer, on how to do so.

³⁸ He later said he did not involve CAS in drafting the solicitation documents because he did not want CAS to have a conflict of interest.

³⁹ Through our investigation, we observed that the town also violated technical provisions featured §§ 287.055(5) and 287.055(6), Florida Statutes, such as requirements to include certain specific assurances in the contracts for engineering services. However, this report focuses on the town's substantive violations of the CCNA.

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The Town Engaged in Misconduct by Violating Federal Authority on Grants

The town funded at least eight projects with federal grants, such as CDBGs.⁴⁰ The OIG investigation determined that the town's conduct in the procurement of engineering services paid for by federal grants also violated federal regulations.

1. Conflicts of Interest by Allowing CAS to Fill Multiple Roles on the Same Projects

24 CFR § 85.36 mandates that "[n]o employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved." The code goes on to describe that a conflict would arise when, among other relationships, "[t]he employee, officer or agent..." or "[a]n organization which employs...[the employee], has a financial or other interest in the firm selected for award." Further, it mandates that "[a]ll procurement transactions be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36." Two situations that the code considers to be restrictive of competition include "[n]oncompetitive awards to consultants that are on retainer contracts" and "[o]rganizational conflicts of interest."

CAS filled many roles within the town. CAS was the interim town engineer from August 1999 until March 2015, the town's consultant engineer from February 2000 until May 2017,⁴¹ and the town's lobbyist or grant specialist from October 1999 until 2011. By many accounts, CAS as the town's lobbyist or grant specialist sought out and applied for grants on behalf of the town. To that end, the town was successful in obtaining several federal grants for its projects. When these federal grants were received, CAS, which was also the contracted town engineer, was involved with drafting and approving design documents, technical specifications, and cost estimates. CAS submitted complete breakdowns of the costs of project activities, including engineering designs, surveys, and related activities. Once the town approved the documents, they were included in the competitive solicitation for engineering services for that project.⁴² CAS responded to the competitive solicitation, and the town ultimately selected CAS for seven of the eight projects for which CAS responded to the request for proposal.

This arrangement between the town and CAS was at the very least an apparent conflict of interest. The town paid CAS to seek out grants for engineering projects. During and after the time that CAS sought and obtained grants, the town charged CAS with creating the

⁴⁰ See footnote 22, above.

⁴¹ On August 30, 2017, the town's assistant town manager/deputy town clerk advised that the town had entered into consulting engineer agreement with Keith and Associates in May 2017. According to the assistant town manager, this superseded CAS's 2000 agreement for engineering services.

⁴² During one of his interviews, Mr. Larson explained that in drafting solicitations, he used the basic scope of work and design documents created by CAS. Mr. Larson later contradicted his initial statement by stating that he did not involve CAS in drafting solicitations documents because he did not want CAS to have a conflict of interest. We find Mr. Larson's initial statement to be more credible in light of the fact that it was corroborated by CAS's vice president.

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documents that it then used for the relevant solicitations. The town then selected CAS to be the beneficiary of seven out of eight of these awards.

Mr. Larson was well enough aware of conflict of interest concerns by the time he interviewed with the OIG that he first described CAS's involvement in the process of issuing RFPs and then later stated that CAS had no involvement because that would be a conflict. He also said that he did not post the design and cost estimate documents – which CAS assisted in creating – with the RFP document but that prospective RFP respondents knew that those documents were available and could request them. If one prospective respondent requested the design and cost estimate documents, Mr. Larson made the documents available to all prospective respondents to place all the respondents on as “close to an equal footing as possible.”

2. Improper Procurement under State and Local Law Violated Federal Grant Regulations

Sec. 85.36 also details the procurement standards that grantees and sub-grantees are required to apply in their use of federal grants. This section directed that sub-grantees use procurement procedures which reflect applicable state and local laws and regulations. As discussed in the first section of this report titled, “*Town Officials Improperly Procured Projects by Failing to Follow the Town's Own Procurement Law and State Procurement Law*,” the town failed to follow state procurement authority as well as its own procurement procedures for its engineering services on multiple projects. To begin, the town failed to issue purchase orders for its projects over \$500 in violation of its procurement ordinance. Further, the town failed to competitively solicit and negotiate projects as required by both local and state authority. Finally, in instances where the town issued RFPs in apparent compliance with the competitive solicitation process, a close review of the procurement documents for those projects revealed that they also did not comply with state procurement authority. Accordingly, the town improperly administered federal grant money.

Town Officials Committed Gross Mismanagement by Failing to Properly Administer Public Funds

In failing to follow procurement law and procurement best practices, town manager Robert Levy, public works director Todd Larson, and finance and budget director Georgina Rodriguez permitted the town to procure engineering services without requiring competition.

Even after the OIG questioned these officials about local, state, or federal procurement authority, none of them accepted responsibility for the proper procurement of engineering services.

Town manager Levy disavowed involvement in the administration of any department, despite the fact that his duties under the town code include “see[ing] that the policies and directions of the commission with respect to the administration and operation of the town are followed” and “review[ing] the operations and administration of all departments and divisions of the town government.” He said that the town pays him a salary of “probably around” \$250,000 per year and provides him with a car and benefits, as well. Although the public works director reports to him, Mr. Levy said he is only involved with public works administrative issues on an ancillary basis. He asserted that the code only

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authorized him to advise the commission. With regard to CAS's consultant town engineer, Mr. Levy told the OIG that he was not involved in the hiring process, did not know how it was conducted, and did not seek to know. He said that he would have no reason to know about the contract because in a commission form of government "commissioners are almost sacrosanct." When asked, he said he could not recall Resolution Number 99-8-6, dated August 11, 1999, which appointed CAS to be the interim town engineer and directed Mr. Levy to "initiate the selection process for a contract town engineer pursuant to the provisions of Section 287.055, Florida Statutes [the CCNA]." He said he did not initiate the selection process as directed by the resolution as he did not feel it was a priority at the time. He also did not see any reason to change anything and no one directed him to do so, saying it was probably a case of "out of sight, out of mind." He said he was familiar with the CCNA but did not have any involvement with the town's solicitations and claimed he was not involved in ensuring that the town complied with the CCNA requirements. He said he avoided getting involved in procurements so that no one would think he was trying to influence vendor selection. According to Mr. Levy, the town attorney advised the commission on the CCNA, and Mr. Larson was responsible for compliance with the statute. He said he was unaware that he was the addressee for all CDBG communications from Broward County,⁴³ responding, "Do you know how many letters I get each day?" According to Mr. Levy, he made sure that staff was aware of the CDBG requirements. Yet, we know that the town continually violated a primary CDBG requirement to avoid relationships giving rise to actual or apparent conflicts of interest in the administration of the grants.

The mayor explained that, when she joined the commission in 2003, CAS was already working in Pembroke Park. Mr. Levy informed her that CAS was the town's consultant town engineer and had been providing services to the town since the 1990s. She said that Mr. Levy claimed he did not know CAS's contract terms and conditions as the contract was executed before he joined the town and that none of the town staff she spoke to seemed to know much about the contract. She understood that, before the town hired the former CAS employee as its town engineer, Mr. Larson wrote all bid specifications. Sometimes CAS was the only firm that responded to a solicitation. At times, CAS was the only firm the town asked to submit a proposal for an engineering project. CAS was ranked first and selected in all solicitations the town conducted. When staff presented recommendations for contract awards before the commission, the mayor assumed staff had followed the correct procurement procedures. She thought it was remarkable that CAS not only worked hard at solving Pembroke Park's storm water problems, but also sought grant funds to finance engineering projects at no apparent cost to the town. The mayor was often annoyed about the fact that the commission would not get back-up documentation for project approvals until a few minutes before a meeting. In some instances, the commission would get incomplete back-up documents. When she approached Mr. Levy about that issue, he insisted that this was how the process worked.

The vice mayor, who took upon the task of overseeing public works for part of the OIG period of review, was equally unaware of the lapses in the town's procurement process. He told the OIG that, when he oversaw public works, he ensured that the town engineer kept the commission informed on all his activities and assisted him in explaining project issues to the commission as necessary. He was

⁴³ The federal CDBG grants at issue were awarded to Broward County, the grantee, who in turn provided the monies to the town, the subgrantee.

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only interested in ensuring that CAS performed the required work correctly and that the town's drainage work continued. The commission trusted Mr. Levy, the town attorney, and CAS to follow proper procedures when doing their work. Mr. Levy's responsibility was to ensure that the project was appropriate for the town and to raise objections if something was not right. He said his own job was to ensure that, before any public works project was initiated, the town attorney approved of it and the commission knew about it and voted to approve it. The vice mayor did not know how engineering services were procured but knew that Mr. Larson always presented his recommendations to the full commission. Only when the OIG investigation began did he start to hear rumors that staff was not following proper procedures. He said that, when the town attorney informed him that there were issues with some of the town's procurements, he placed the issue on the commission meeting agenda.

The town's public works director, Mr. Larson, said that he was not familiar with the CCNA, saying, "I don't know what that even is." We found this statement difficult to accept, where his own supervisor, Mr. Levy, said he was responsible for complying with the CCNA and where a key element of his very job was to oversee government procurement of engineering services. We further observe that, since 2000, Mr. Larson has been a member of the American Public Works Association, an educational and professional association of public agencies, private sector companies and individuals dedicated to providing public works, goods, and services. As such, public works management classes that include lessons in the purchasing of services, bidding for contracts, and contract management, have been available to Mr. Larson since 2000.

The finance and budget director, Ms. Rodriguez, acknowledged that her department was responsible for the purchasing function and acknowledged that the town's code of ordinances required that purchase orders be issued prior to the procurement of goods or services for over \$500. Nonetheless, she admitted that, most of the time, her department processed check requests without prior purchase orders, describing that the commission approved invoices and the town made payments without her having to search for or locate the prior purchase order. Moreover, while she said her responsibilities included ensuring that all town funds were spent in an appropriate manner, meeting all state, federal, and local requirements, she could not name any, other than for law enforcement grants. She also said that the department head was not expected to provide any supporting documentation to validate invoice details. Those details should have included, for contracts for construction projects over \$3,000, three competitive, written quotes or, for contracts for construction projects over \$25,000, proof that the department followed the town's competitive solicitation process. Ms. Rodriguez also said she did not know what the "three-way match"⁴⁴ was and stated that the town did not do any three-way matching before making payments. We further note that, after sixteen years on the job, Ms. Rodriguez has also not produced a written manual for purchasing, accounts payable, or any other town finance function.

⁴⁴ The three-way match is a common internal control tool in accounting that is used to ensure that a paying entity only authorizes payment for legitimate and accurate invoices. When an entity, such as a municipality, receives an invoice from a contractor, the municipality's accounting department must match the invoice with the previously issued purchase order and the receiving report for the goods or services. If any details on one of the three documents do not match, the appropriate party must correct the error(s) until they do. Therefore, before the accounting department may enter a contractor's invoice into the accounting records and schedule it for payment, the invoice details must match what the municipality ordered and received, including the proper unit costs, calculations, totals, and terms.

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We find that the laissez-faire fashion with which the town manager (whose salary ought to be commensurate with the level of his responsibility), the public works director, and the finance and budget director procured the town's professional engineering services resulted in the significant mismanagement of approximately \$3,323,245 in public resources and constitutes gross mismanagement.

The Town's Corrective Actions since the Inception of the OIG Investigation

After the inception of this investigation, the town began to take steps to remedy the failures reported herein.

In 2015, the town relieved CAS of its role as town engineer. It hired the CAS employee that had been acting as interim town engineer as a full-time, on-staff town engineer in March 2015, and, upon his successful completion of a six month probationary term, the commission finalized the hiring in October of that year. In September 2015, the town formally contracted with CAS Governmental Services, a firm started by a former CAS employee and that we were told was otherwise unrelated to CAS, to act as the town's lobbyist or grant specialist.⁴⁵

Then, in September 2016, for the first time in more than 16 years, the town competitively solicited a general engineering services contract in conformance with the CCNA. The town issued an RFQ and assembled an evaluation committee that included Mr. Larson and the staff town engineer. Seven engineering firms responded to the solicitation, and after reviewing the submitted responses, the evaluation committee recommended four firms for contract award.

In May 2017, the town executed a contract with Keith and Associates for engineering consultant services.

During their interviews, town officials credited the OIG's investigation as prompting the town's changes in procurement and agreed that the new process benefitted the town. The town engineer believed that having a number of engineering firms to choose from leveled the playing field, added value, and could possibly lead to cost savings. Additionally, he believed that competition among engineering firms increased the chances of finding more qualified firms and enhanced the quality of engineering work provided.

Although Mr. Levy said he thought that changing engineering firms on different projects was inefficient, he also said he saw value in having the town qualify more than one consultant engineering firm and conduct competitive solicitations. He acknowledged that the new solicitation process increased competition and could lead to better prices for the town. He further recognized that different firms could bring different skills that the town had not anticipated.

⁴⁵ While the town had been receiving its lobbying services from CAS Governmental Services, LLC since on or about August 2011, this arrangement was through an assignment of CAS's contractual duties at the request of CAS. (Exhibit 5))

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Finally, the town commission formed a committee, comprised of the vice mayor and any staff members whose departments are being reviewed, to review the town's code of ordinances. As part of this effort, the vice mayor has initiated a review and rewriting of the town's procurement code.

INTERVIEW SUMMARIES

As a part of the investigation, OIG Special Agents conducted numerous interviews. Significant interviews are summarized below:

1. Interview of Robert Levy

Mr. Levy is the town manager. He was hired in March 1989 as deputy town clerk. He has been a town employee since then, except for three years between 1995 and 1997, when he was the city manager for the City of Wilton Manors. He has held various positions in Pembroke Park, including deputy town clerk, assistant town administrator, town administrator, and town manager. The town pays him a salary of "probably around" \$250,000 per year and provides him with a car and benefits, as well.

He is a resident of the City of Plantation where, from 2005 through November 2016, he also served as councilman. During that time, he did not attend Pembroke Park commission meetings but instead attended Plantation council meetings as they occurred on the same night. The Pembroke Park commission adopted a resolution allowing him to attend the Plantation meetings instead of their own meetings. He kept up to date with Pembroke Park commission discussions he missed by reviewing draft minutes or listening to audio recordings of the meetings.

Pembroke Park has a commission form of government. The commissioners make all the decisions and commissioners are assigned day to day responsibilities over town departments. The mayor is in charge of administration, the vice mayor of finance and taxes, and the clerk/commissioner of the town clerk and all records. The deputy town clerk performs the everyday administrative functions and is the town's custodian of records.

Each commissioner has administrative responsibilities so that a particular department head works directly with the assigned commissioner. Mr. Levy, as town manager, is not involved unless the department head requests his assistance. Although Mr. Larson reports to him, Mr. Larson works with the commissioner assigned to public works, and Mr. Levy is brought in on an ancillary basis, if there are administrative issues to discuss.

He can only do what is authorized by code, which is to advise the commission. If the commissioners decide not to follow his advice, it is within their rights.

The town hired CAS as the town's consulting engineer and tasked the firm with creating a storm water drainage master plan. Mr. Levy was not involved with the hiring process and did not know how the process was conducted. He would have no reason to want to know because in a

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commission form of government “commissioners are almost sacrosanct.” If a contract was executed, the town commission approved it.

Mr. Levy could not recall Resolution Number 99-8-6, which appointed CAS the interim town engineer and directed him as the town administrator to “initiate the selection process for a contract Town Engineer pursuant to the provisions of Section 287.055, Florida Statutes.” He did not initiate the selection process as directed by the resolution as he did not feel it was a priority. He did not see any reason to change anything and no one directed him to do so. It was also probably a case of “out of sight out of mind.” The commission passes resolutions all the time, sometimes presenting different alternatives to what they already decided.

CAS was the town engineer by way of contract until 2015, when the town hired its current engineer. Mr. Larson, whom the town hired in 2000, was responsible for the contract. The vice mayor, who has been a Pembroke Park commissioner for about 26 years and was the commissioner assigned to public works, oversaw the contract as well.⁴⁶

The CCNA requires consultants to submit their qualifications. However, Mr. Levy neither had any involvement with the town’s CCNA solicitations nor was he involved in ensuring that Pembroke Park complied with CCNA requirements. He avoided getting involved in procurements so that no one would think he was trying to influence vendor selection. The town attorney advised the commission on the CCNA, and Mr. Larson was responsible for compliance with the statute. CAS advised Mr. Larson on the CCNA since he is not an engineer. Mr. Larson and the town engineer now both ensure Pembroke Park complies with the CCNA.

Mr. Levy did not know that all the CDBG communication from Broward County was addressed to him, asking, “Do you know how many letters I get each day?” While he was not involved in any CDBG activities, he ensured staff was aware of the CDBG requirements. Mr. Larson was the CDBG contract manager and worked with county staff when they visited the town. Mr. Larson reported the status of CDBG projects to Mr. Levy and the commission.

Mr. Levy was not involved in the 2016 RFP for engineering services conducted by the town engineer and Mr. Larson. The OIG’s investigation resulted in the initiation of this solicitation. The OIG’s questions on the length of CAS’s interim contract were discussed in both staff and commission meetings, and the commission decided to conduct a solicitation for a new contract.

Mr. Levy described the OIG investigation as a constructive exercise; having an outsider review the town’s policies is helpful. The town started making changes as a result of the investigation. For instance, a committee has been set up to review and update the town’s code. Mr. Levy saw value in conducting a solicitation and qualifying more than one consulting engineer firm. A new solicitation increases competition and could lead to better prices for the town. Different firms could also bring different skills the town had not anticipated. However, Mr. Levy did not see a

⁴⁶ While Mr. Levy identified the vice mayor as the commissioner assigned to public works, resolution 97-9-6 appointed a different commissioner to be in charge of the public works department. We searched for but could not find a more recent resolution that assigned public works to the vice mayor.

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problem with the town continuously using CAS because it developed the town's master plan. A new firm would have "a learning curve" and insist on doing things its own way. It is more efficient for the town to work with the people that developed the master plan than with a new firm every time.

2. Interviews of Todd Larson

Mr. Larson is the public works director for the town. He has been with the town since January 2000 and currently reports to the town manager, assistant town manager,⁴⁷ and the town commission. He procures all items for the department valued over \$500.

Mr. Larson explained that normal procurement write-ups are processed for purchases over \$500. The town is small; it has neither a purchasing agent nor a procurement manual. The directors for each department conduct the evaluation of proposals and make subsequent recommendations. Although the town's RFPs state that bidders' proposals will be reviewed by a review committee, the town does not have a selection review committee. He evaluates all bid responses for the public works department, ranks the vendors, and recommends a vendor for an award to the town attorney who reviews his work. After his review, the town attorney submits the recommendation and all supporting documents to the commission for award.

The town awarded CAS the RFP for the drainage project titled, "RFP for the Professional Engineering Design & Construction Oversight for FEMA Funds." For the past five years CAS has been the town engineer. CAS's duties included attending town staff meetings, performing preliminary traffic signage studies, and designing the current master plan for the town. Mr. Larson acknowledged that CAS had an advantage in RFPs, having designed the town's master plan at the town's request in 1999, which included that drainage project. Mr. Larson assured that "all of the bidders had the opportunity to contact [him] and acquire all of the necessary information to respond to the RFP." Mr. Larson explained that he solicited the drainage project through an RFP because the project was federally funded – a FEMA grant, which requires solicitation – funded 75 percent of the drainage project. Like FEMA grants, the federal government also requires a municipality to conduct a separate solicitation to procure engineering services on a CDBG grant.

CAS's legislative division located, researched, and applied for grants. CAS assisted the town in completing the grant applications and amendments for all of the projects in the master plan. CAS's master plan to address the town's drainage deficiency initially consisted of 23 projects. After it was approved by the commission, CAS's legislative division divided the master plan projects into smaller projects, which they thought was reasonable and fundable in order to coordinate the grant funding that they obtained for the town.

⁴⁷ In another interview, Mr. Larson indicated that he does not report to the assistant town manager.

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Once CAS completed the preliminary design and located grant funds for several projects within the master plan, Mr. Larson selected CAS as the designer for the final design based on an RFQ.⁴⁸ CAS worked in three capacities in the town: town engineer, project designer, and construction manager. In 2000, CAS established the rates it would bill the town for town engineer services. The rates were never competitively solicited or negotiated. CAS adjusted the rates on an annual basis to include a cost of living increase and used the same rate sheet for billing of all work it performed.

Mr. Larson did not believe that the town had a contract with CAS for engineering services. CAS billed the town monthly and utilized the rate sheet described earlier. When the town requested it, CAS provided a proposal which included what it thought was necessary and included the rates it created. If he agreed with the specifications and the cost, Mr. Larson accepted the proposal and submitted it to the commission for approval.

The town hired its town engineer in March 2015. Prior to becoming a full-time town employee, the town engineer was the contracted town engineer through CAS. The town engineer's father was the town's full-time town engineer before the town hired CAS as the town's contract town engineer. While he was town engineer, the town engineer's father outsourced some work to CAS, including drawing project designs. He retired thereafter.

Some time ago, CAS conducted two studies within the town and produced two plans, the storm water and the sanitary sewer master plans. CAS created a list called the drainage deficient area index (DDAI) during the creation of those master plans.⁴⁹ This list prioritized locations with repetitive flood loss and projects that met grant criteria. However, there is no project list that corresponds directly to the listing of the 23 locations on the DDAI – "We don't list them that way." In fact, the DDAI did not have "a lot to do with the two master plans."

Mr. Larson explained that, during his time with the town, he has conducted approximately half a dozen solicitations for professional engineering and construction services. He reviewed all proposals for the public works department. The bidders were instructed to submit proposals to the clerk's office. After the proposals were logged, they were forwarded to him for review.

Mr. Larson initiated the work for a location by searching for applicable grants. When he identified a grant, he generally discussed it with the commission and submitted an application if the commission approved. When the funding became available, he initiated the solicitation process for the location. According to Mr. Larson, CAS had nothing to do with the RFP process, although he used CAS's basic scope of work and design documents when generating the solicitation. When CAS created cost estimates for the project activities and supplies, he sometimes adjusted the cost estimates for inflation and used those estimates for the solicitation.

⁴⁸ While Mr. Larson used the term "RFQ" in this discussion, the context was clear that he was referring to an "RFP." Indeed, other than the July 2016 RFQ for civil engineering services issued after our office began its investigation, no RFQs were included in the records provided by the town.

⁴⁹ In another part of the interview, Mr. Larson stated that the town commission developed the priority list.

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Contradicting his earlier statement that he used CAS's work product in generating solicitations, Mr. Larson indicated that he did not involve CAS in drafting solicitation documents because he did not want CAS to have a conflict of interest. Although he did not post the design and cost estimate documents with the RFP document, prospective RFP respondents knew that those documents were available and could request them. If one prospective respondent requested the design and cost estimate documents, Mr. Larson made the documents available to all prospective respondents, including CAS. He did this to place all the respondents on as "close to an equal footing as possible." Of all the solicitations Mr. Larson conducted, CAS was the only awardee. Occasionally, CAS was the only respondent to a solicitation. Sometimes solicitations did not have any respondents at all.

In June 2016, the town engineer issued an RFQ in his solicitation for engineering services. This solicitation differed from the solicitations Mr. Larson had conducted. For the first time, the town used procedures and selection criteria stipulated in section 287.055, Florida Statutes, the CCNA. In his past solicitations, Mr. Larson wrote the scope of services and left it to others to review and approve. He did not recall anyone ever asking him to review the CCNA or to consider CCNA requirements when conducting solicitations. While Mr. Larson was familiar with the town's purchasing ordinance, he was not familiar with the CCNA stating, "I don't know what that even is." As far as knowledge of federal regulations, rules or guidelines applicable to the town as award grantees, Mr. Larson explained that he could not be expected to know all the statutes contained "in 15 million pages" although he tried his best to comply with relevant regulations.

Mr. Larson explained that sometimes the town only requested engineering proposals from CAS because "Craig A. Smith was already there" as town engineer. According to Mr. Larson, the town had an existing town engineer services agreement with the firm and CAS submitted proposals matching the commission's instructions. Mr. Larson understood that CAS had a consulting engineering services contract for storm water, wastewater and other services. However, CAS's consulting work was based on each project's scope of work, not on the original consulting services contract. While the town does not have an official contract manager, Mr. Larson kept the town manager abreast of project progress. Also, although Mr. Larson did not negotiate contracts, he notified the town manager if he saw an issue with the contract or prices.

Mr. Larson compared proposed engineering prices to the rates set by the federal government in order to determine whether they were reasonable. The federal government sets rates for engineering consulting services and the rates are expressed as a percentage of construction costs. The percentages are higher for smaller construction jobs and lower for big jobs. Mr. Larson can determine reasonable ranges for engineering costs and estimate project durations through his experience. Although he is not responsible for determining the reasonableness of proposed project costs, he conducts a preliminary review of each proposal, noting the percentage range of engineering costs before submitting the proposal to the town manager for approval. The town manager rarely questions or changes Mr. Larson's assessments before approving them for placement on the commission's meeting agendas.

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All town purchases above \$500 require commission approval. Mr. Larson has heard that the code also requires a purchase order to be issued for any purchase above \$500. Purchases of engineering services from CAS were mostly through contracts which, in his opinion, were purchase orders. Each proposal that CAS submitted ultimately became the actual contract following commission approval.

Mr. Larson has been a CDBG grant manager since about 2001. He managed Pembroke Park's CDBG contracts with Broward County and was responsible for Pembroke Park's compliance with CDBG requirements. He knew where to get answers if he had questions on any CDBG issue and submitted draft documents to the county for review prior to publication or contract execution.

Mr. Larson understood that the CDBG contract required him to comply with HUD rules but did not know if he had seen 24 C.F.R § 85.36 before. He conducted an RFQ for engineering services for the 40th year CDBG project "under local rules."⁵⁰ The town received only one proposal for the solicitation.⁵¹

Regardless of whether CAS was acting as the interim town engineer or as an engineering consultant, it still carried out the responsibilities of a town engineer. CAS did not write the RFQ solicitation documents for which it submitted proposals, although it might have known the solicitations' scope of work. CAS did not write the 40th Year CDBG project's RFQ for engineering services nor did it review the responses because it intended to submit a proposal. Mr. Larson conducted that solicitation.

3. Interviews of Georgina Rodriguez

Georgina Rodriguez said she had been the finance and budget director for the town since 2001 and that she reported to the assistant town manager and the town manager.

Her duties and responsibilities include overseeing the town's financial operations, preparing the town budget, submitting bills to the town commission and processing payments, and preparing for audits of the town's financial statements. To her knowledge, her department was also responsible for the purchasing function. To that end, she ensured that all funds were spent in an appropriate manner, meeting all state, federal, and local requirements, as stated on the town's website. She did not know whether or not the town had a written job description for her position.

The town does not have an internal policy or procedure manual or any written accounting or purchasing policies or procedures, other than what is in the code of ordinances. The code required town commission approval and the issuance of a purchase order before the procurement of goods and services over \$500. Ms. Rodriguez stated that her department did not include the purchase order information in the check request form that her department completed when processing an

⁵⁰ Again, while Mr. Larson used the term "RFQ", the context was clear that he was referring to an "RFP". Other than the July 2016 RFQ for civil engineering services issued after our office began its investigation, no RFQs were included in the records provided by the town.

⁵¹ The town's records actually showed that this particular RFP received two proposals.

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invoice for payment. To her knowledge, neither the town manager nor the commission required the information on the check request form when approving an invoice for payment.

When the town received an invoice from a contractor, the accounts payable clerk checked to see if the invoice was for a non-recurring expense, in which case the clerk completed the non-purchase order section of the check request form and sent the completed form, with the attached invoice, to the department head for review and approval. Each department head was required to review and approve payment of their contractors' invoices. After the department head approved the invoice, Ms. Rodriguez's department sent the two documents to the town manager, for his approval, before presenting it to the commission for final approval. Most of the time, the commission approved the invoice and the town made the payment without her having had to search for or locate the purchase order.

According to her, there was no identifiable distinction between those invoices for which she had searched and located the related purchase orders and ones for which she had not done any research at all. Department heads maintained and archived original purchase order documents, and finance maintained duplicates.

To her knowledge, no one at the town verified whether or not the department heads complied with the code requirement to issue commission-approved purchase orders to contractors. Her department relied on the department heads to verify the accuracy of invoice details. Other than a signature on the check request form denoting invoice approval, the department head was not expected to provide any supporting documentation to validate the invoice details. If either the clerk or Ms. Rodriguez had a question on an invoice, they called the department head for an explanation. She stated that she did not know what the "three-way match" was. According to her, the town did not do any three-way matching before making payments.

The town did not have a town engineer on staff until March 2015. Prior to that, the town had a contract for general engineering services with CAS. Mr. Larson managed the contract, which involved tracking project work schedules, reviewing and approving payment of CAS invoices, and archiving of records. Finance processed invoices for town projects and the town engineer's salary based on check requests submitted by the department heads and the assistant town manager. She was unable to determine if invoices submitted to finance were generated on a contract, as she processed requests for payments based on the project and assigned account numbers. While there is no manual, the finance and budget director created and used an informal, procedural checklist that included steps and procedures to process invoices. Per Ms. Rodriguez, the town solicited all projects over a certain value as described by ordinance and then the commission approved them.

Although she verified that there were supporting documents attached to the invoices, she relied heavily on the department heads, engineers, and consultants to verify that the invoices were accurate, the work was completed, and that the payment requests were justified.

Ms. Rodriguez stated that all capital improvement projects were competitively solicited unless there was an emergency. She described that Todd Larson, the public works director, and the

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contracted lobbyist for the town determined what projects were paid utilizing grants. The town received the monies after completion of the bidding process. Finance was involved once the project had been awarded, completed, and the invoices submitted.

The town's engineer was CAS, and CAS's staff performed the engineering function for the town. Finance prepared checks to pay CAS after it rendered its services and the town received an invoice. Ms. Rodriguez stated that CAS's scope of services was not in a contract or agreement but was listed on the invoices it submitted to finance. It was the department head who signed off on CAS's invoices for general services, ensuring that the bill was accurate and the work was complete. Prior to issuing payments to contractors or consultants, the public works director or department head signed off on the invoices and submitted the documents to finance. She submitted the documents to the commission for its approval.

When she was asked how the town verified the town engineer's rates, she said that the town engineer was not paid monthly but rather the town used a progress payment method that is in the CAS contract. She said that the commission should have approved the rates and engineering services scope of work.

After having been shown the DDAI, Ms. Rodriguez stated she was unaware that the eight projects generated from the town master plan by CAS were not competitively bid.

She was neither involved with any grant application activities nor in the grant project budgeting process. Her department only became involved with grants when it received an invoice from a grant contractor. She did not review grant application or grant contract documents. Mr. Larson was responsible for all grant applications, grant management, and presentation of grant updates to the commission. She could not name federal, state, or local requirements the town was expected to meet in disbursing its funds, other than for federal law enforcement grants for the sheriff's department.

When a new contract was executed or a grant application approved, the department head requested her to create a new project in the accounting system. She was responsible for assigning the last four digits of an accounting number, the project number, to a new project. She acknowledged inconsistencies and duplications in some invoices. For instance, some invoices with project number 3300 had "general engineering services" as the project description, while other invoices with the same project number, had "town engineer services" as the project description.

4. Interviews of the Town Engineer

The town engineer also serves as the town's assistant public works director. He was hired on March 23, 2015. Prior to being a town employee, CAS employed him as a project engineer. In February 2008, CAS assigned him to the town to serve as its contracted town engineer. He left CAS when the opportunity to work for the town opened up in 2015.

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In January 2008, while he was with CAS, his supervisor left CAS. His supervisor was "engineer of record" for the town. Sometime in February 2008, the CAS president called him into his office and told him that he (the now town engineer) was to start attending town commission meetings and be responsible for submitting the monthly engineer's reports to the commission.

At his first town commission meeting, he stood up to introduce himself as an engineer from CAS, and one of the commissioners asked him to introduce himself as "town engineer." A number of commissioners at the meeting spoke in support of his assignment as town engineer and also about his father who had retired from the town in 1999 after serving for twelve years as town engineer.

When he was asked to introduce himself as town engineer, he did not inquire as to what his duties and responsibilities as town engineer would be other than what the CAS president had told him. Attending town commission meetings and submitting monthly Engineer's Reports were the only two responsibilities added to his already existing responsibilities to the town. He continued working on the other projects he had worked on prior to the assignment. There was not much difference in the volume of project engineering work before and after he was assigned the town engineer role. Since that first town commission meeting, he used the title of town engineer in official communications.

When advised that the CAS senior vice president could not recall him using the title town engineer, he responded "News to me. Been so since 2009." Since that time, he had been "coming down to the town," attending commission meetings, and signing documents on CAS letterhead as town engineer. He had even sent emails, and some which he was copied on, which included his town engineer title.

His father, the town engineer prior to CAS's involvement, outsourced some town work to engineering consultants, including CAS. Between 1999 and 2016, CAS was the sole consulting engineer for the town. CAS completed the town's storm water and sanitary sewer master plans in early 2000 and created a DDAI list for the storm water master plan.

As the contracted town engineer, he was only involved in construction solicitations. Mr. Larson or other employees at CAS conducted solicitations for other projects. When conducting a solicitation, he was involved with design documents, technical specifications and cost estimates. Prospective bidders were required to pay for the solicitation documents.

If the bids were submitted to the town, the town sent him copies of the bids for evaluation. In his evaluation, he made sure that the bids included the documentation requested in the solicitation. He also made sure their cost estimates were reasonable. He then sent his bid comparison to the town commission along with his recommendations.

Last year, for the first time in more than 16 years, the town issued an RFQ pursuant to the CCNA. He managed the solicitation, which included writing the solicitation documents, establishing the evaluation committee, and facilitating meetings. The evaluation committee was comprised of Mr. Larson, a town building official, and himself. Seven engineering firms responded to the

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solicitation, and after reviewing the submitted responses, the evaluation committee recommended four firms for prequalification; Calvin, Giordano & Associates, Inc., Carnahan Proctor and Cross, Inc., CAS, and Keith and Associates, Inc.

For future engineering projects, the town will select a consultant to provide engineering services from these four firms. Pembroke Park will solicit proposals from just these four firms for grants which require RFP solicitations for engineering services. The town will establish an evaluation committee to review the proposals and choose a firm based on the stated selection criteria.

The town engineer believed the OIG's investigation may have prompted the town's shift from a single source contract to multiple contracts. Having a number of consulting firms on contract would be beneficial to level the playing field, add value, and possibly lead to cost savings. Competition among engineering firms also increases the chances of finding more qualified firms and enhances the quality of engineering work provided.

The town engineer was not familiar with the town's purchasing ordinance. Although he had "heard of" the CCNA, he did not know the "intricacy of its form." He also did not know any federal or state procurement statutes or regulations he was required to follow when selecting service providers.

5. Interview of the CAS President

The CAS president is also a partner in CAS. His duties as president include running CAS operations and making sure the firm's engineers perform their duties. He and the senior vice president share administrative duties, with the president serving clients in the north and the senior vice president serving clients in the south of CAS's service area.

CAS's relationship with the town started in the late 1980s when, following an RFP process, CAS was appointed the town's consulting engineer. The CAS president explained that, in July 1999, the then-staff town engineer retired, and the town needed a town engineer on an interim basis. It was his understanding that the town engaged CAS as the interim town engineer until it hired Mr. Larson.⁵² According to the CAS president, CAS was the town's consulting engineering but not the town engineer. He had no recollection of either CAS's proposal to provide interim town engineer services or the contract to do so. CAS never billed the town \$5,000 per month for town engineer services.⁵³ He was only aware of the 1999 agreement, when the town appointed CAS as consulting engineer. When advised that CAS's senior vice president had informed that after Craig Smith left the firm, he (the CAS president) began assigning employees to work as town engineer in Pembroke Park, the CAS president conceded that perhaps he did. At that time, he worked from a remote office and was more involved with municipal clients while the CAS senior vice president worked in the main office handling mostly private businesses.

⁵² Mr. Larson was hired in early 2000.

⁵³ The town's records showed that it paid CAS \$5,000 for "town engineer per contract" on at least one occasion. (Exhibit 9)

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In July 1999, Pembroke Park needed a town engineer on an interim basis after its town engineer retired and engaged CAS as interim town engineer until it hired public works director Todd Larson. Although Mr. Larson was not an engineer, he performed the same every day duties as the town engineer had performed, "only he didn't have a stamp for it." When the town required an engineer, Mr. Larson called CAS. The president gained this understanding based on the way the town and CAS worked together.

The CAS president explained that a consulting engineer and a town engineer performed separate functions. A consulting engineer was a consultant upon whom a client called whenever there was an engineering need. The consulting engineer advised clients on what could be done, on an as-needed basis. A town engineer performed more "in house, every day duties." Mr. Larson performed town engineer duties and his responsibilities included reviewing CAS's work and working with developers who had projects in the town. An engineering firm could work for a single municipality as both a consulting engineer and a town engineer, concurrently, if the municipality required both services.

The CAS president believed that CAS was the town's consulting engineer under a continuing contract. Continuing contract work was based on qualifications and, when the town required engineering services, it would request CAS to submit a proposal. If the proposal was satisfactory, the town issued a work order authorizing CAS to perform the work. According to the CAS president, the continuing contract had been renewed a number of times throughout the years. However, he could not recall ever reviewing the contract.

He was familiar with the CDBG program, as CAS has over 28 years of CDBG management experience. While in the past CAS managed and administered CDBG projects, it discontinued grant administration when it spun off the department administering grants. CAS provided the town with the engineering work required for CDBG applications, such as cost estimates, exhibits and sketches. As consulting engineer, CAS participated in the RFPs for the CDBG town projects.

CAS was the town's sole consulting engineer until a few months ago when, following a competitive solicitation process, the firm was awarded a new contract, along with four other engineering firms.

6. Interviews of the CAS Senior Vice President

The CAS senior vice president's duties include running the day to day operations of the company and working with clients on production issues. He was not aware that the town and CAS executed a contract for interim town engineer services on October 10, 1999, because "he was not the guy in charge" at that time. The town's current town engineer, a former CAS employee, was the town's project manager/engineer prior to the town hiring him. He reported to public works director Todd Larson and the town commission. Over time, he became the "point of contact" for the town. Another CAS employee had filled that role prior to the town's current town engineer. To the CAS senior vice president's knowledge, when the town's current town engineer was originally assigned

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the liaison role when he was a CAS employee, no one communicated to him CAS's or the town's expectations.

In a later interview, the CAS senior vice president reviewed CAS's July 16, 1999, proposal for town engineer services; the August 11, 1999, commission resolution appointing CAS as interim town engineer; and his own March 2015 response to a request for proposals that stated, "CAS is the Consulting Engineer for the Town of Pembroke Park and has one of its longest client relationships with the Town which began in 1987... CAS continues to provide overall Engineering Services for the Town and is assigned Town Engineer." At that point, the CAS senior vice president conceded that CAS was, indeed, the interim town engineer. The town had hired the firm to provide town engineer services because it did not have a staff engineer, and CAS provided the services on an as-needed basis.

The CAS senior vice president went on to explain that the positions of consultant engineer and town engineer were separate and different. The differences between the role of consultant engineer and that of town engineer depended on what function CAS was providing. As town engineer, CAS provided services for the items that were identified and as consultant engineer it provided the expertise for the projects the town had identified and wanted completed. At times, CAS was also selected to be project manager on construction projects.

Although CAS submitted a proposal for town engineer in July 1999 and assigned employees to work as town engineer until March 2015, the firm did not bill for town engineer services based on the July 1999 fixed fee for many years.

The CAS senior vice president explained that, for more than ten years, CAS has been the only firm providing professional engineering services for the town through a consulting engineer services contract.⁵⁴ That contract resulted from an RFQ process conducted by the town. After the contract award, whenever the town had an engineering project to undertake, it asked CAS to submit a proposal. Most times, CAS was the only engineering firm requested to submit a proposal for a project. These requests were made in writing but were also, at times, verbal requests by Mr. Larson. Sometimes, Mr. Larson pushed back on prices before accepting the proposal and presenting it to the town commission for approval. In one of his interviews, the CAS senior vice president also explained that the prior general engineering services contract could be regarded as one active ongoing contract – he believed that it depended on one's interpretation.

The town did not possess the certifications and licenses that CAS had. There was no oversight on most work performed by CAS. The town was only qualified to review design plans. Non-engineers can review these plans or any design documents. Prior to the town hiring the former CAS employee as its full-time town engineer, no one reviewed CAS' documents. Mr. Larson was overwhelmed with work, and he only reviewed the draft grant application documents for technical

⁵⁴ In another interview, the CAS senior vice president indicated that other companies also provided engineering services to the town, naming one engineering firm he could recall.

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sufficiency. No special certifications or qualifications were required to review grant application documents.

CAS wrote the town's storm water master plan a number of years ago. CAS updated part of the plan over time. CAS constantly had to re-prioritize projects within that plan. While CAS had been working to implement projects on the DDAI list featured in the master plan since 2000, he could not identify any locations on the list, remarking that CAS's work locations were "not going to match-up with [the DDAI]."

Whenever the town requested CAS to submit a proposal for a project, the firm did not make any formal presentation before town staff. Rather, the firm described to the staff the scope of the work and the cost. Town staff then presented the proposal before the commission. When the town approved the proposal, the town would sign the bottom of it, and that proposal became the contract for the project.

A few months ago, the town issued an RFQ for professional services. CAS submitted a proposal and was invited to make a presentation before town employees, including the town engineer and Mr. Larson. Following the vendor presentations, CAS was notified that it was prequalified for town projects. There are now four firms that have been qualified to perform engineering work for the town. The town will assign one firm from the list to undertake a project as funding becomes available. The assignment will be based on the project's requirements and the firm's qualifications. That firm will be asked to submit a proposal and cost for the project. In the meantime, CAS will continue to work as the town's consulting engineer, completing ongoing projects until the new contract is executed. The town had yet to execute a contract with any of the RFQ respondents.

CAS also provided the town with legislative assistance services until about four or five years ago. At one point, a number of different firms were providing this service to the town in addition to CAS. Sometimes CAS assisted the town with design, survey or other documents required for grant applications. CAS no longer provides this legislative assistance service in-house. The lobbyist that was assigned to the town left CAS and opened his own firm. The town executed a contract with that new firm. CAS also applied for some grants on behalf of the town, and also prepared the technical documents required as part of the application. The town lacked the technical expertise to prepare and submit FEMA grant applications.

If the source of a project's funds was external, such as with FEMA grants, the town was required to conduct a competitive solicitation. CAS submitted a complete breakdown of the costs of project activities including engineering designs, surveys, or related activities for the solicitation. CAS also performed the required detailed cost analyses. If the documents were approved, the town included them in the solicitation. These solicitations did not include vendor presentations or formal contract negotiations. The town mostly awarded its contracts to CAS. The town has never attempted to negotiate CAS's profit margin.

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In the senior vice president's view, CAS did not conduct the town's solicitations – the town did. However, CAS described the project's scope, answered the technical questions posed for the town, and evaluated the submitted vendor proposals. Sometimes during solicitations, prospective bidders obtained solicitation documents from CAS. When this happened, CAS charged them a fee to cover the cost of reproducing the engineering design and survey documents.

He also explained that CAS worked for the town as both a consulting engineer and town engineer for many years. It was common practice in the industry for one firm to be engaged by a municipality to work as both a consultant and a town engineer concurrently.

The CAS senior vice president did not believe there was a conflict between CAS's role as consultant engineer and as town engineer. As consultant and as town engineer, CAS was an agent of the town. If the same firm could not perform the two functions, there would be no one to do the work. He did not know if CAS had ever requested an exemption from the federal conflict of interest regulations.

7. Interview of the Mayor

The mayor was first elected to the town commission in 2003, and has been re-elected three times.

When she joined the commission in 2003, CAS was already working in Pembroke Park. Mr. Levy informed her that CAS was the town's contracted town engineer and had been providing services to the town since the 1990s. None of the town staff the mayor spoke to seemed to know much about the contract.

According to the mayor, before the current town engineer was hired, Mr. Larson wrote all bid specifications. Sometimes CAS was the only firm that responded to a solicitation. At times it was the only firm the town asked to submit a proposal for an engineering project. CAS was ranked first and selected in all solicitations for which it put in a bid.

When staff presented recommendations for contract awards before the commission, the mayor assumed staff had followed the correct procurement procedures. She did not try to verify whether staff had conducted the solicitations properly nor did she ask if there might be a conflict of interest between CAS's role as town engineer and its participation in the town's solicitations. She was not very experienced in proper procurement procedures at the time. In fact, she thought it was remarkable that CAS not only worked hard at solving the town's storm water problems, but also sought grant funds to finance engineering projects at no apparent cost to the town. Mr. Levy informed her that this was how the process worked.

According to the town's code of ordinances, commissioners have administrative and executive responsibilities as well as legislative duties. When the mayor first became a commissioner, she was assigned the deputy town clerk responsibilities. Now that she is mayor, she is in charge of administration. However, in actuality, the mayor has no administrative control over anything; Mr. Levy runs everything.

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The mayor recognized that the town has a number of issues but does not think commissioners are doing anything out of malice. Rather, the mayor believed that the commissioners merely ratify Mr. Levy's decisions. In commission meetings, a number of commissioners do not understand the issues discussed and thus rely on Mr. Levy.

Staff consistently produces supporting materials for agenda items just a few minutes before commission meetings are to start. This leaves commissioners with little or no time to read the documents and understand the issues scheduled for discussion. The mayor has repeatedly complained about this practice to no avail. Mr. Levy told the mayor that the distribution of supporting materials for the agenda just before the start of commission meetings was how things were supposed to be done. But the mayor observed that, even when staff provides materials, they sometimes withheld crucial information. For example, copies of contracts were often missing in back-up documentation.

Mr. Levy's contract does not stipulate his responsibilities as town manager. He used to not come to work on Thursdays because he had pension board meetings in Plantation where he was a city commissioner. Now, he does not show up on Mondays and does not use vacation time.

The mayor has often heard outsiders comment that it is difficult for a vendor to be awarded a contract in the town, as incumbent vendors routinely received awards. She has repeatedly complained to commissioners and staff about the poor quality of service from some of the town's vendors and has unsuccessfully tried several times to get the town to sign on new ones.

8. Interview of the Vice Mayor

The town's vice mayor was appointed as a commissioner in November 1990 and was elected to that post in March 1991. He has been re-elected every four years since then and has held various positions on the commission, including mayor, vice mayor and clerk-commissioner.

When the vice mayor first started in 1990, CAS was already working in Pembroke Park. The current town engineer's father was the town engineer and CAS was the consulting engineer. CAS informed the town commission that the town engineer was not performing his town engineer duties properly and, after Mr. Levy allowed him to "retire with dignity," the town appointed CAS to be the town engineer. The vice mayor did not inquire whether the town executed a contract with CAS for town engineer services. He was only interested in ensuring that CAS performed the required work correctly and that the town's drainage work continued.

The vice mayor did not recall any selection process to hire a permanent town engineer. He was not interested in knowing if a solicitation had been done or if procurement procedures were followed, as he trusted that everyone was doing their work properly. Town staff was required to keep the commission informed and the town attorney was also required to ensure that all procedures were conducted properly. Prior to each commission vote, the town attorney was supposed to ensure that each motion was legal.

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The vice mayor was aware that the town recently conducted RFQs for engineering services. RFQs allow consultants to demonstrate their past performance and enable the town to seek and retain qualified consultants. RFPs, on the other hand, allow the town to obtain better prices for services. Solicitations promote competition and, generally, competition leads to better value for the town.

The vice mayor associates the hiring of a permanent town engineer in March 2015 with the OIG investigation. The current town engineer was the CAS contracted town engineer assigned to the town for about six years before he became a town employee. After the OIG investigation began, Mr. Levy informed the commission that the town would save money by hiring a full-time town engineer instead of retaining CAS as a contract town engineer. Mr. Levy managed the hiring process.

Although the town's charter assigns duties to the commissioners, the lead commissioner on an assignment does not manage projects or consultants on a daily basis. When he oversaw the public works department, the vice mayor did not go to the department and tell Mr. Larson what to do. The vice mayor trusted that Mr. Larson would do his job correctly. He assumed Mr. Larson was following proper procedures when conducting solicitations or managing grants.

As the lead commissioner for public works, the vice mayor ensured that the town engineer kept the commission informed on all his activities and that, before any public works project was initiated, the town attorney and the commission approved it. Mr. Levy's job was to ensure that the project was appropriate for the town and to raise objections if something was not right.

When the vice mayor was the lead commissioner on drainage, he did not fully know CAS's role. The vice mayor did not know how engineering services were procured but knew that Mr. Larson always presented his recommendations to the full commission. The commission approved funding for all projects. The vice mayor's responsibility was to make sure that neither Mr. Larson nor CAS authorized any work in the field without first seeking commission approval. If the vice mayor heard of any issues in the field, he would place the matter on the agenda so the full commission could discuss it. He required Mr. Larson and CAS to ensure the commission understood the issue before the engineer could proceed.

The commission trusted Mr. Levy, the town attorney, and CAS to follow proper procedures when doing their work. The commission never asked the staff to prove that they were following those procedures. Only after the OIG investigation began did the vice mayor start to hear rumors that staff were not following proper procedures. When the town attorney informed him that there were issues with some of the town's procurements, the vice mayor placed the issue on the commission meeting agenda.

The commission recently formed a code of ordinance committee, comprising of the vice mayor and staff members whose departments were being reviewed. Further, the vice mayor initiated a review and re-write of the town's procurement code. Finally, the OIG investigation resulted in the town re-examining its procurement policy and procedures. The vice mayor offered to send a draft copy of the revised procurement ordinance to the OIG for review.

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RESPONSES TO THE PRELIMINARY REPORT AND OIG COMMENT

In accordance with Section 12.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the implicated parties for their discretionary written responses. The OIG received a response from the town (through the mayor), the vice-mayor, Ms. Rodriguez, Mr. Larson, and Mr. Levy. They are attached and incorporated herein as Appendix C, D, E, F, and G, respectively. We appreciate receiving the responses, as well as the steps the town has taken to address issues identified by the OIG.

1. Response of the Town

In its response, the town acknowledges the serious nature of the findings in this report and assures that it never knowingly or intentionally endeavored to deviate from proper procurement procedures for professional engineering services. As grant providers repeatedly approved grant funding, the town assumed the procurement process was compliant with all applicable laws, rules, and regulations.

The town also explains that the commission was not directly involved with the procurement process. Instead, it relied on the experience and competency of the town manager, Robert Levy, who, as of January 3, 2018, is no longer with the town. The town notes that while it disagrees with certain assertions and representations in the report, it does not contest the report's overall findings as it would not be in the town's best interest and states that, "The Town unquestionably agrees that it can and must do better to ensure compliance with all operative statutory and procedural requirements" for engineering services procurement. It describes the steps it has taken to address the deficiencies found during the OIG's investigation, starting with the commission's overall direction to staff to reform the procurement process to be "more structured, transparent and competitive" and to implement the best practices identified in this report. To date, the town has selected a new consultant engineering firm through a CCNA compliant selection process⁵⁵ and has hired a full-time town engineer, a move that, according to the town, has already yielded measurably reduced engineering expenses. The town has also adopted a revised procurement ordinance. Finally, the town concludes its response with a description of how it intends to address the report's remaining recommendations.

2. Response of the Vice-Mayor

At the outset, the Vice-Mayor explains that the purpose of his response is to dispel any "misconception that he or other Town Commissioners are responsible for the administration of Town contracts" as Mr. Levy suggested. Instead, the Vice-Mayor continues, the town employs "professional staff, including several highly-paid and qualified senior managers and department heads to ensure the proper functioning of the Town..." The town manager, he

⁵⁵ According to the town, our report noted that the selection process for the new consultant engineering firm met the requirements of the CCNA. In fact, we did not investigate or pass on the validity of the selection process but rather observed that the process appeared to have been CCNA compliant.

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points out, was the most senior professional manager employed by the town to ensure the proper operation and administration of all town departments.

The Vice-Mayor also disputes the town manager's assertion that he (the Vice-Mayor) is assigned to the public works department and attaches a resolution showing that he is not the commissioner appointed to the public works department. Further, the Vice-Mayor explains that, contrary to the town manager's characterization, neither he nor the commissioner assigned to the public works department played a role in administering public works contracts. Instead, when requested by the commission, the Vice-Mayor met with staff to obtain information about the progress of projects, and he in turn provided the information he was able to gather to the commission.

3. Response of Georgina Rodriguez

In her response, Ms. Rodriguez explains that, to the extent the town paid CAS invoices without properly issued purchase orders, she interpreted each CAS contract as a blanket purchase order for the project. Any misinterpretation of the effect of the CAS contract was in error and not an attempt on her part to avoid the requirements of the town's procurement ordinance.

Further, Ms. Rodriguez takes issue with statements that she was involved in the selection of CAS as engineer for the various projects as she was not involved in the selection of engineering contractors or any contractors for that matter.⁵⁶

4. Response of Todd Larson

In his response, Mr. Larson explains that his position with the town was regarded as a support position for which there was neither a scope of authority nor training. He never believed that he had the authority to negotiate, approve, or otherwise commit the town to any of the contracts discussed in the report. Further, he never attempted to approve any town contract without explicit approval from the town manager, the commission, or both. In no instance did he make contractual decisions, make recommendations, or carry out any town decisions without relying on financial advice from the town manager or legal advice from the city attorney, as evidenced by communications between them. Accordingly, Mr. Larson takes issue with statements in the report suggesting that he had any decision-making authority.

Mr. Larson further advises that when he attempted to recommend the use of entities other than CAS or otherwise questioned the relationship between the town and CAS prior to starting his employment with the town, he was reminded (he does not say by whom) that he was not to exceed his authority and that his recommendations were unwelcome.

⁵⁶ The OIG did not allege that Ms. Rodriguez participated in the selection of any contractor or engaged in any procurement misconduct. Instead, this office found that Ms. Rodriguez committed gross mismanagement in failing to carry out the administrative duties that her department, the department of finance and budget, was responsible for.

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He also explains that, to the extent that he had any control over which entity the town selected for a contract, it was only when he was charged with ranking proposals for approval. Contrary to the report's suggestion, he did not always rank CAS first. However, as his rankings were merely proposals, he had no authority to select the vendor or otherwise influence the decision with respect to contracting.

Based on statements that the town manager and commissioners made to Mr. Larson, he believed that CAS had a contract with the town for engineering services that was general in nature.

According to Mr. Larson, records exist to buttress this and other assertions in his response, but he has been unable to obtain those records from the town despite his numerous public records requests.

Finally, he takes issue with the town manager's characterization of his (the town manager's) role with respect to Mr. Larson's position and the characterization of the city attorney's role, both of which he describes as "understated." Mr. Larson also committed to participating in the town's efforts to "improve itself" in response to the OIG report.

5. *Response of Robert Levy*

Mr. Levy prefaces his response by advising that, after 30 years of public service, he voluntarily retired from the town as of January 3, 2018. As he has always endeavored to comply with relevant authority, he understands the gravity of the findings in the report. While he acknowledges that "mistakes were made," he seeks to clarify what he believes to be inaccurate statements. To begin, Mr. Levy explains that, while the report observes that he appeared to be in control of the administration of the town, it was actually the mayor who was in charge of administration and that the commission limited his duties and responsibilities; for example, for the past few years, the commission appointed a lead commissioner for every major project, from whom staff received direction.

Further, Mr. Levy denies having any input into the procurement of professional engineering services. According to him, the commission never asked him about those matters; the public works director and the town engineer handled them. When Mr. Levy asked, the public works director and town engineer "emphatically" advised him that they were familiar with and adhering to applicable procurement laws. He also relied on the town attorney's review of all documents to ensure compliance with the relevant laws. The fact that various state and federal departments gave final approvals on projects they were funding reinforced his belief that the town followed relevant authority.

In addressing ancillary issues, Mr. Levy also explains that, although his duties included preparing the agenda for town meetings, the deputy town clerk actually prepared it. Although he missed town meetings while he was a councilman with the city of Plantation, he did so with the town's authorization. Further, while he can understand the confusion behind his lack of

LagomHR

Lake Overflowing Fact-Finding Report

01/22/2020

Yolanda Menegazza

MEMORANDUM

DATE: January 22, 2020

TO: Town Commission
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

CC: Newall Daughtery, Assistant Town Manager
Chris Ryan, Town Attorney

FROM: Yolanda Menegazzo, HR Consultant for Town of Pembroke Park
LagomHR, Inc.
1000 SW 57th Avenue, Suite 200
West Miami, Florida 33144

SUBJECT: Lakes Overflowing Factfinding Report

Background:

On January 7, 2020 at 11:00 am Commissioner Cohen and the former Town Manager called a meeting with me to request that I, Yolanda Menegazzo HR Consultant for Town of Pembroke Park, formally investigate the incident of the lakes overflowing on December 23rd, 2019.

The Town of Pembroke Park controls the water levels for two (2) lakes. The Town of Pembroke Park has multiple pump stations, one (1) emergency pump station, and multiple valves that are all part of a system allowing the Public Services Department to manage the levels of the lakes.

The valves are to remain permanently open in order to allow for the natural flow of water between the lakes, with the exception of when the pump stations are being cleaned. When the pump stations are cleaned, the valves must be shut. Shutting the valves allows for no water circulation between the lakes, and the Public Services Stormwater/Wastewater staff can then use the vac truck for cleaning excess garbage. Once the cleaning of the pump stations is complete, the valves must be opened immediately. If there is a lake that has a higher level than a connecting lake, the open valve allows for the natural flow of water from the higher level lake to the lower level lake, which then equalizes the two (2) lakes.

The pump stations as well as the emergency pump are programmed to automatically turn on when the lake levels reach two and a half (2.5) feet. The pumps then move the water out to the 195 pump station, at which point the water runs through Hollywood and then out to City of Dania Beach to the ocean. The pumps then turn off automatically when the lake levels reach two (2) feet. Half (½) a foot of water represents about 3.2 million gallons of water according to the calculations of the Public Services Director. These pumps, including the emergency pump, is

monitored and tested a minimum of three (3) times per week by the Public Services Stormwater/Wastewater team to ensure it is operational.

The pumps at the I95 station regularly handle a large amount of water not only collected from the Town of Pembroke Park, but also from neighboring municipalities. However, they may shut off occasionally in heavy rainfall and flooding situations.

The Public Services Director serves as the official Emergency Management Officer of the Town of Pembroke Park. The Public Services Department is responsible for preparing in the event of a storm to manage the lake levels of the Town in order to prevent flooding and erosion.

Incident Report and Findings:

According to the National Weather Service South Florida, specifically the Hollywood area, received approximately 8.8 inches of rainfall in the early morning of December 23rd, 2019.

The Town of Pembroke experienced heavy flooding in the lakes and surrounding areas as depicted in the images in the following pages. There were several Town of Pembroke Park residents that experienced damage to their properties and the items inside their property.

The following issues lead to the Town of Pembroke Park lakes overflowing:

1. The valve near the 24th Street pump station by the Bamboo Lakes Mobile Home Park was closed shut.

Closed valves are in violation of the Public Services Department proper protocol established by the Public Services Director. The only exception is during the cleaning of the pump station(s).

The valves were closed shut in August 2019 in order to clean the pump station located on 24th Street. The Stormwater/Wastewater Crew claim they were instructed by their immediate supervisor (Superintendent) to open all of the valves except for the valve closest to the pump station on 24th Street, for that specific valve to remain closed.

When questioning the Superintendent, he claims he never instructed the Stormwater/Wastewater crew to close the valves and he was aware that the valves must always remain open. He stated he has been in the Town of Pembroke Park for a very long time, he was well aware of the standard protocol, and he would never instruct his crew to leave the valve closed after the cleaning unless he was instructed to do so by the Public Services Director.

It is important to note that the Superintendent was on vacation from December 20th, 2019 through January 7th, 2020.

2. The Stormwater/Wastewater Crew were unaware of the standard protocol/procedure that all valves must remain open at all times with the exception of cleaning the pump stations.

I specifically asked the Stormwater/Wastewater Crew in the presence of the Public Services Director, "Are you aware that the lake valves must always remain open with the exception of closing them for cleaning the pump stations?"

The response of the Stormwater/Wastewater Crew was, "No, we always follow the directions of our immediate supervisor because we are aware that the Public Services Director manages the levels of the lake."

When I turned to the Public Services Director, he stated, "I assumed everyone was aware of the procedure that the valves must always remain open."

3. The Emergency Pump in Bamboo Lakes did not automatically turn on as programmed.

The Emergency Pump in Bamboo Lakes did not automatically turn on as programmed due to the fact that the permanent circuit board was being repaired by the manufacturer. A temporary circuit board was placed in the Emergency Pump Station one (1) week prior by the manufacturer in order to repair the permanent board. The temporary circuit board disables the automatic feature of the

Emergency Pump Station, and therefore, must be turned on manually should you wish for the station to be operational.

The Public Services Director claims he was unaware of the Emergency Pump Station circuit board being repaired. Therefore, there was no instruction provided to the Stormwater/Wastewater Crew to manually turn on the Emergency Pump.

This Emergency Pump was not manually started by the Public Services Department staff on December 22nd, 2019 in order to lower the lake levels as is standard practice and preparation in the event of a storm.

The Emergency Pump was and continues to be fully operational, but must be manually turned on during the repair process of the circuit board.

4. The I95 Pump Station shut down due to the heavy rainfall and flooding.

According to an article published by SunSentinel, the Broward County Director of Highway and Bridge Maintenance stated that the heavy rain overwhelmed the drainage system at several locations. "County roads have storm inlets that collect water. The water then travels through a system of storm drains to a treatment area before it empties into lakes or the Intracoastal Waterway. When there is so much water at once, the collection system gets overwhelmed." See SunSentinel article attached to this report for more information.

5. The two (2) small pumps in the Bamboo Lakes that are privately owned that pump water from the drains into the lakes are non-operational.

These two (2) small pumps in Bamboo Lakes are privately owned and have been non-operational for several years according to the Public Services Director.

6. The Carolina Pump Station Valve managing Lake Trinity was closed.

The Carolina Pump Valve being closed prevented approximately one (1) to two (2) inches of water from transferring from Bamboo Lakes into Lake Trinity. The first (1st) pump at Carolina turns on automatically at 2.5 feet of water and the second (2nd) pump turns on automatically at 2.7 feet. It stays on until the water levels drop to two (2) feet.

7. The Public Services Department failed to prepare for the storm on December 23, 2019.

The Public Services Director serves as the Emergency Management Officer for the Town of Pembroke Park. As such, this responsibility includes proactively monitoring weather conditions and instructing the Public Services Department on managing the lake levels.

The Public Services Director claims there were no warnings/advisories of the severe weather that affected the Town of Pembroke Park in the early morning of December 23, 2019. The Public Services Director claims he subscribes to the Emergency Operations Center for Broward County and the South Florida Water Management District alerts. The Stormwater/Wastewater Crew stated that they occasionally monitor the weather if by chance they see it while watching local news, but it is not reviewed proactively on a daily or weekly basis.

Upon reviewing past weather advisories, both national and local news advised of the storms that would affect the South Florida region in advance beginning on December 21st, 2019. Advisories from the National Weather Service and Local NBC6 are in the following pages.

In addition, there is essentially one (1) staff member responsible for proactively monitoring the weather, and there is no formal backup for the Public Services Director for this specific role.

8. The Town of Pembroke Park does not have a formal/written Emergency Management Plan, Preventative Maintenance Plan, or general policies and procedures for managing the lake levels.

9. There is a lack of supervision and communication in the Public Services Department.

Relevant Pictures:







News Advisories:

There were multiple news advisories listed by the National Weather Service as well as local news.

The following pages depict screenshots from the National Weather Service Twitter Account Alerts on Saturday, December 21st, 2019 and Sunday, December 22nd, 2019 advising of severe weather, storms, and heavy rain for the early morning of December 23rd, 2019 in South Florida, specifically identifying Broward in the cone of "Greatest Severe Weather Potential," "Heavy Rain Potential," and under a Tornado Watch.

The following pages also contain screenshots of a video weather advisory from Local NBC6 on Sunday, December 22nd, 2019 in the late evening stating of the storm impacts including heavy downpours and flooding.

Recommended Plan of Action:

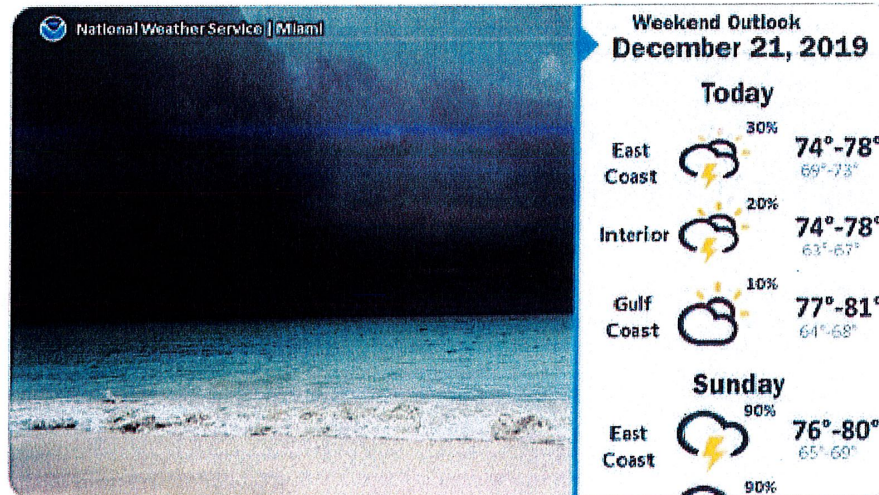
It is important to note that this report is not indicative of any specific employee lacking the skills and knowledge in performing their daily duties and responsibilities, especially those employees that carry long-tenured institutional knowledge of the Town of Pembroke Park history and operations. However, the Town of Pembroke Park's current culture is not adequate in managing the changes that are required in order to proactively prevent these situations from occurring in the future. The Town of Pembroke Park requires a great deal of structure, planning, and training in order to bring the Public Services Department to the highest level of operational efficiency. The existing Public Services Department administrative staff have failed to develop their management skills in the areas of project management, supervision of personnel, and long-term / short-term planning. In my professional opinion, the current team is not capable of handling the amount of changes necessary in the work that needs to be performed. The culture requires a drastic change as there are numerous vulnerabilities and areas of risk such as lack of written procedures and training as well as judgment failure. Again, this is not a personal attack on any specific employee, but instead an observation based on the information provided in this report and the failure to prevent the incident on December 23rd, 2019 from occurring, as the situation was preventable.

- 1. Establish a formal Emergency Management Plan with a Standard Operating Procedures (SOP) Manual that includes a Preventative Maintenance Plan for all Pumps/Valves/and Lake Monitoring Equipment and a Weather Monitoring Plan with multiple back-up personnel.**
- 2. Training for Public Services staff on established Emergency Management Plan.**
- 3. Public Services Department Personnel Change**



NWS Miami @NWSMiami · Dec 21, 2019

Dec 21 @ 6:30AM - Soggy weather is forecast across S. FL this weekend with the potential for strong to severe storms and hazardous weather conditions to develop on Sunday into Monday. Please stay weather-aware and keep up to date with the latest forecast information. #Flwx



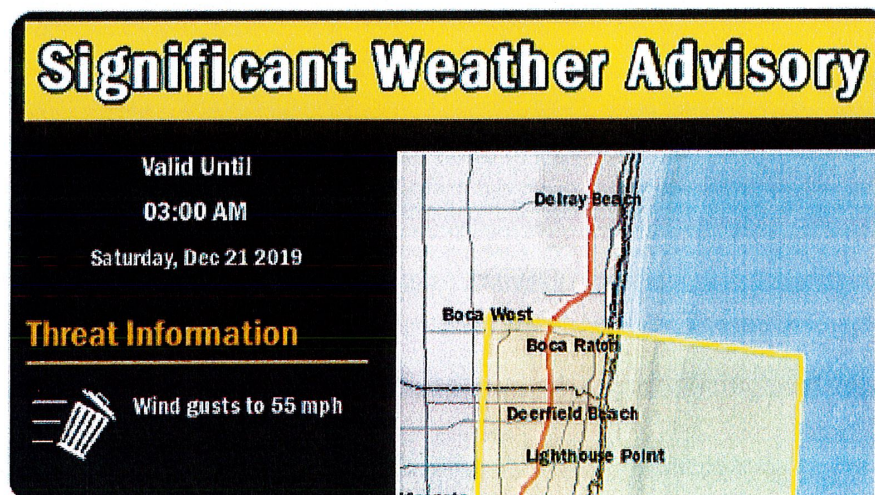
8

22



NWS Miami @NWSMiami · Dec 21, 2019

2:42 AM EST 12/21/19 - Strong shower capable of producing funnel clouds approaching the east coastal areas of extreme NE Broward and Extreme SE Palm Beach County. #flwx



1

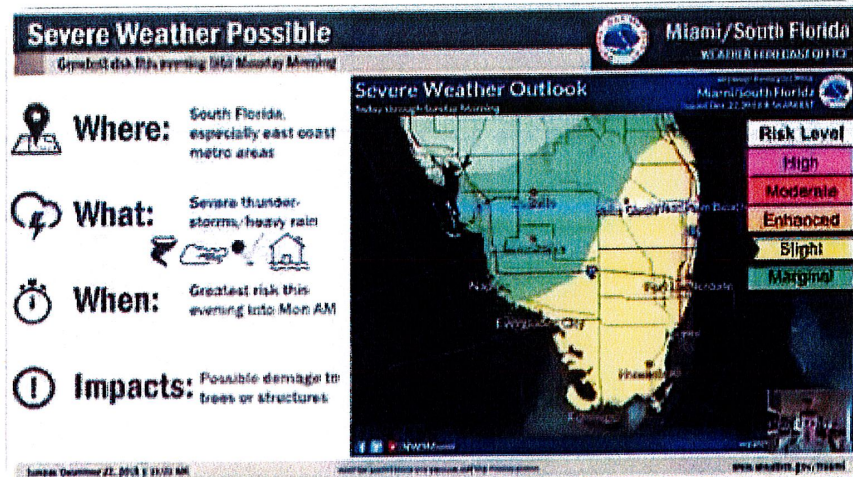
2





NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



2

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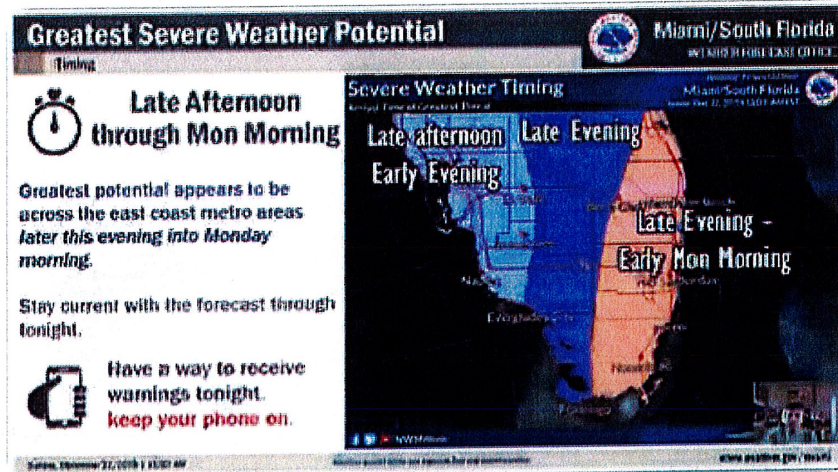
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NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



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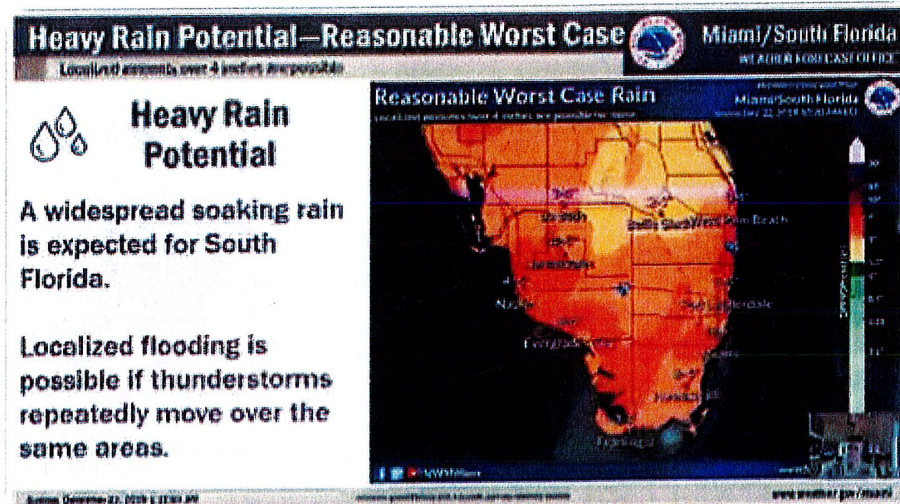
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NWS Miami @NWSMiami · Dec 22, 2019

Dec 22 @ 1115am - Video update on severe weather potential later today into tonight. #flwx



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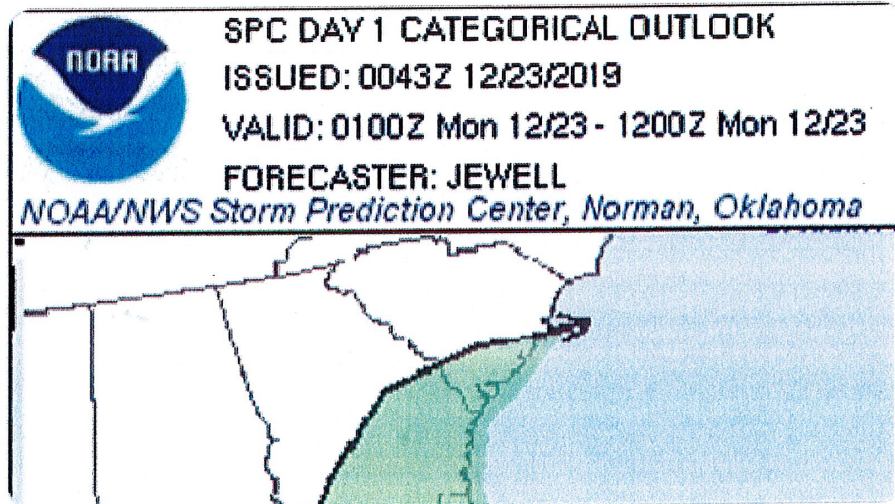
71





NWS Miami @NWSMiami · Dec 22, 2019

The Storm Prediction Center has placed most of South Florida under a Slight Risk for Severe Weather tonight. We recommend have your NOAA Weather Radio ready, and keep your mobile device handy in case warnings are issued for your location.



24

26





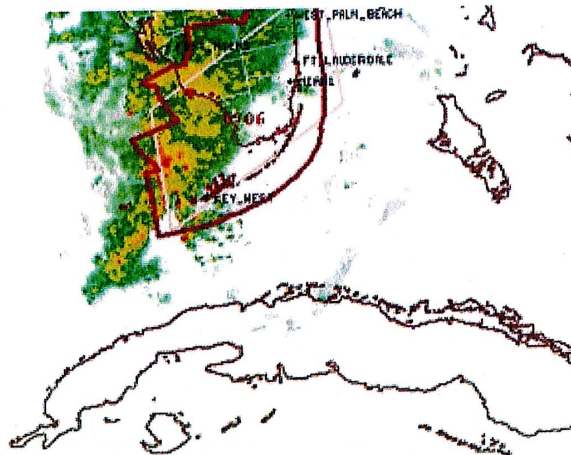
NWS Miami @NWSMiami · Dec 22, 2019

12/22 - A Tornado Watch has been issued for most of South Florida through 5 AM Monday morning. Please keep your phone on overnight and have multiple ways to receive warnings! #FLwx



NWS SPC @NWSSPC · Dec 22, 2019

7:47pm CST #SPC_Watch WW 706 TORNADO FL CW 230145Z - 231000Z, #flwx #cwx, go.usa.gov/xpsCy



Tornado Watch # 706 - Valid from 845 PM until 500 AM EST

NOAA/NWS/Storm Prediction Center

Updated: 2019122300145 UTC



14



197



232



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SECTIONS

Lucky's Market closing all
but one Florida storeWatch out for falling
iguanas! Weather service
issues alertA hit man shot a pregnant
woman dead. Her husband
set up the murder,...After a chilly night, South
Florida's temperature
should thaw out and**\$1 A WEEK FOR A YEAR**
Ends 1/23, cancel anytime

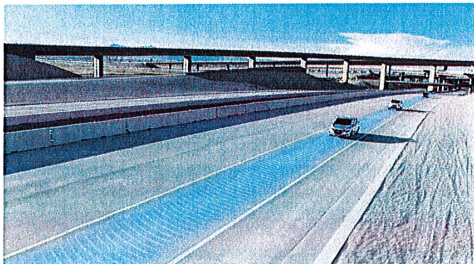
LOG IN

WEATHER FORECAST NEWS

Record rain swamps South Florida in waist-deep water

By DOUG PHILLIPS and EILEEN KELLEY
SOUTH FLORIDA SUN SENTINEL | DEC 23, 2019

This ad will end in 3 seconds



South Florida was swamped by heavy rains overnight that flooded streets and highways, stranded cars and closed the Fort Lauderdale airport.



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Ends 1/23, cancel anytime

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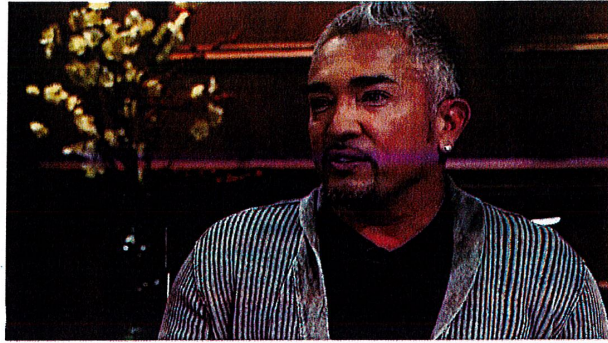
<https://www.sun-sentinel.com/news/weather/fl-ne-weatherweek-20191221-ybbqop7rvjfejsyrrtj2gaxxe-story.html>

1/9

Heavy rains Monday pulverized an almost 80-year-old record, dropping over 7 inches of rain in a few hours and topping the record by nearly 5½ inches.

The rare burst of storms around daybreak Monday flooded roads, submerged cars, stranded drivers and closed Fort Lauderdale-Hollywood International Airport for about three hours.

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Hardest hit were portions of Dania Beach, Hollywood and Hallandale Beach, where a National Weather Service observer noted unofficial rainfall of nearly 13 inches. Though most main roads were passable by mid morning, ankle to waist-high water persisted in some neighborhoods into Monday afternoon.

Emergency dispatchers for the Broward County Sheriff's Office took hundreds of flood-related calls, said Sgt. Don Pritchard. Hallandale Beach received 86 weather related calls for service. Twenty-three people called because they were stranded in submerged vehicles.

PAID POST

What Is This?

Ready to rock 2020? Check out what's on offer at Hard Rock Hotel & Casino Hollywood

Join us at Seminole Hard Rock Hotel & Casino Hollywood during the month of January as we kick off a new year filled with awesome entertainment, and Rock Spa &...

[SEE MORE](#)

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<https://www.sun-sentinel.com/news/weather/fl-ne-weatherweek-20191221-ybbqop7rvjefjsyrrtj2gaxe-story.html>

2/9



Sponsored Content by 

The Hallandale Beach Police Department was working with towing companies to remove cars on the roads as well as to reach those stranded in their cars. Several traffic engineers were out working to repair traffic signals.

No one was reported to be hurt, but motorists and homeowners across the region reported water damage.



A stalled out vehicle sits in a flooded Gulfstream Park parking lot in Hallandale as another truck drives by on Dec. 23, 2019. Some parts of Hallandale, Hollywood and Dania Beach took on 12 inches of rainfall which resulted in severe flooding. (Susan Stocker / South Florida Sun Sentinel)

1 / 30

The storms erupted after a low pressure system formed in the Gulf of Mexico and slowly moved north, causing multiple storms to

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<https://www.sun-sentinel.com/news/weather/fl-ne-weatherweek-20191221-ybbqop7rvjefjsyrtj2gaxxe-story.html>

3/9

Florida often gets storms when cold fronts march across portions of the country, but the amount of rain — 7.13 inches at 6 p.m. Monday at Fort Lauderdale's airport — is uncommon, said National Weather Service Meteorologist Chuck Caracozza.

Normal rainfall at the airport is 2.46 inches for the entire month of December. This year, rainfall totaled 9.39 inches by 6 p.m. Monday.

The previous record for the airport on Dec. 23 was 1.57 inches in 1940.

Advertisement



The National Weather Service reported 8.8 inches of rain in Hollywood but just over 3 inches at Miami International Airport and just under 2 inches at Palm Beach International Airport. Neither airport experienced significant travel delays, but Fort Lauderdale-Hollywood reported 123 flights delayed and six canceled about 8 a.m.

Greg Meyer has been with the Broward County Aviation Department for 13 years and he has never seen anything like it.

[RELATED: Racehorses relocated as stalls underwater at Gulfstream Park »](#)

The airport has closed in preparation of hurricanes, but the last time it even came close because of rain was May 23, 2003.

Even then — in the midst of a 100-year flood event — only two of the three runways were closed down due to flooding.

"Today was worse," Meyer said.

Some 1.8 million travelers are expected to pass through the airport from Dec. 18 through Jan. 2. About 126,000 people were expected to pass through on Monday.

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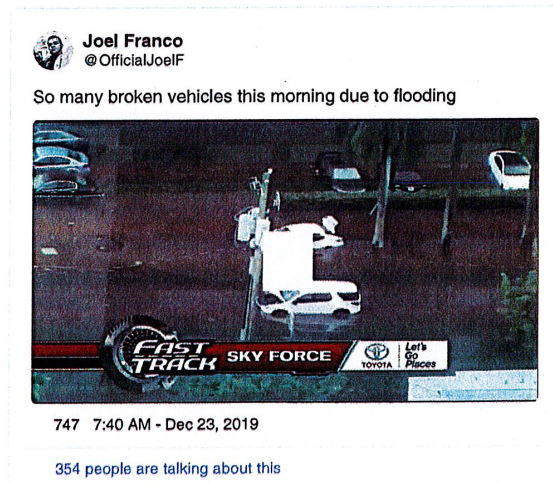
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Flooding affected at least 5 percent of the 1,200 lane miles of roads that Broward County owns or maintains, said Anh Ton, the county's director of highway and bridge maintenance.

Ton said the heavy rain overwhelmed the drainage system at several locations, including NW 27th Avenue near Sunrise Boulevard in Fort Lauderdale and Riverland Road in Fort Lauderdale and Andrews Avenue near Broward Boulevard, also in Fort Lauderdale.

"We've had 7 inches before, but that is spread out," Ton said.



County roads, Ton said, have storm inlets that collect water. The water then travels through a system of storm drains to a treatment area before it empties into lakes or the Intracoastal Waterway. When there is so much water at once, the collection system gets overwhelmed.

That's exactly what happened Monday.

Crews used pumps and vacuum trucks to lower the water level on the roads, "allowing for safe travel without closing any roads," Ton said.

By midday, Ton said he was not aware of any homes being flooded along county roads.

Fort Lauderdale's airport tweeted about 4 a.m. that the facility was closed because of severe rain and flash flooding. Well before the call to close the airport, social media was lighting up with posts about the conditions.



Wise move to stop and turn around! [twitter.com/r954kingrr/sta...](https://twitter.com/r954kingrr/status/122191221-ybbqop7rvjefjsyrrtj2gaxxe-story.html)

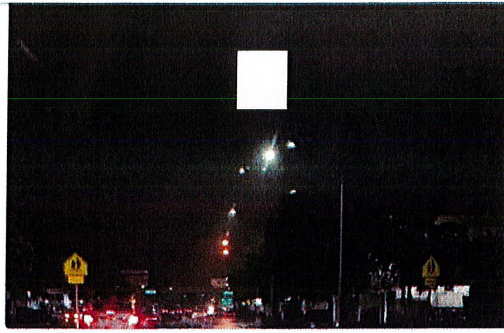
Rico Robinson @r954kingrr

Turn around, don't drown @JimCantore @DrRickKnabb Hollywood/ Hallandale FL area, east of I-95 exit.

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56 4:03 AM - Dec 23, 2019

22 people are talking about this

"The flooding is insane," someone heading there for a 2 a.m. pickup wrote. "Cars are stalled out and people are driving on sidewalks."

Flights were resuming about 6:30 a.m., but traffic heading to the airport was extremely heavy, and some airport services, such as shuttle buses, were continually disrupted, officials said.

In Terminal 2, Nikki Gavallas waited in a long line at the counter for Delta Airlines with her husband and two daughters, 3 and 14 months.

Breaking News Alerts Newsletter

As it happens

Sign up to receive alerts on major breaking news stories, severe weather and special reporting from the Sun Sentinel.

Our adventure this morning started really early. We were supposed to have a 7:30 flight to Atlanta that got delayed to 8:30 and we've been stuck in traffic trying to get to the airport," Gavallas said, while trying to take it all in stride.

"But it's OK, our kids are being great," she said.

LATEST WEATHER FORECAST

After a chilly night, South Florida's temperature should thaw out and rise (just like the iguanas)

Watch out for falling iguanas! Weather service issues alert

Much cooler weather heading for South Florida

By early Monday, most of the worst weather had moved east, off the coast.

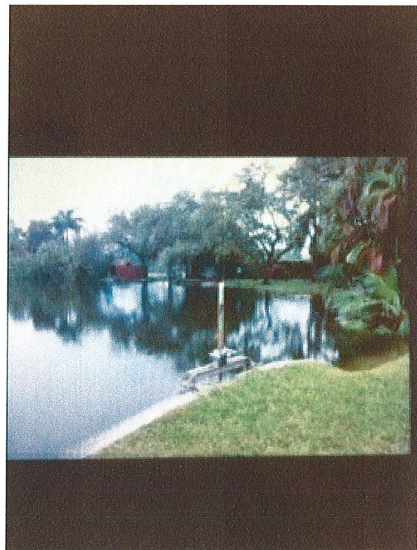
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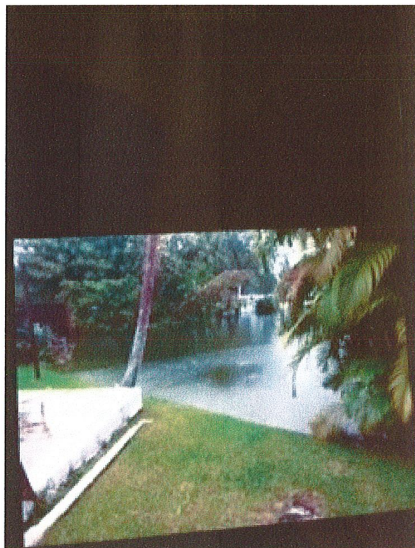
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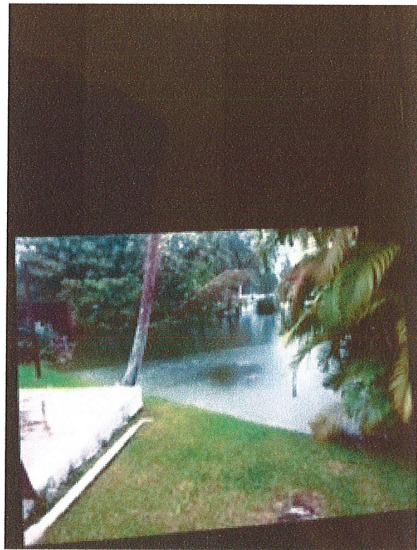
Photos: Bamboo Lakes Flooding 12/23/2019

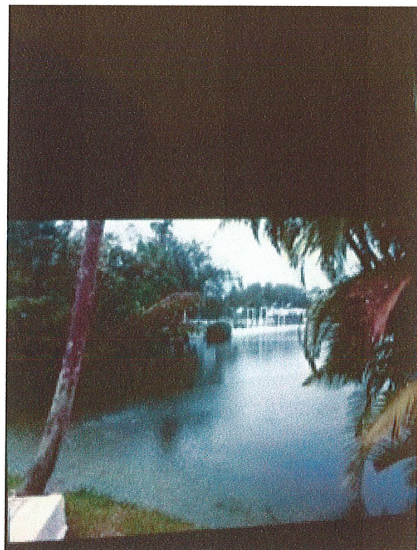
Commissioner Georgina Cohen

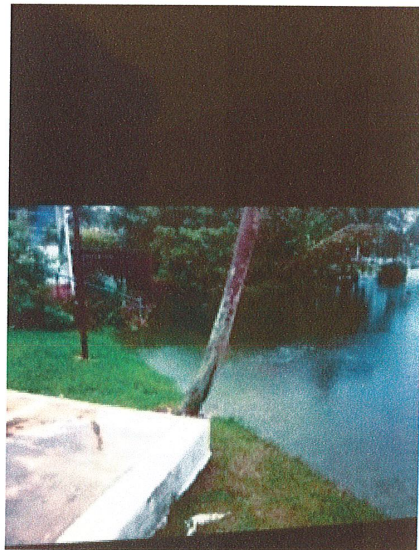


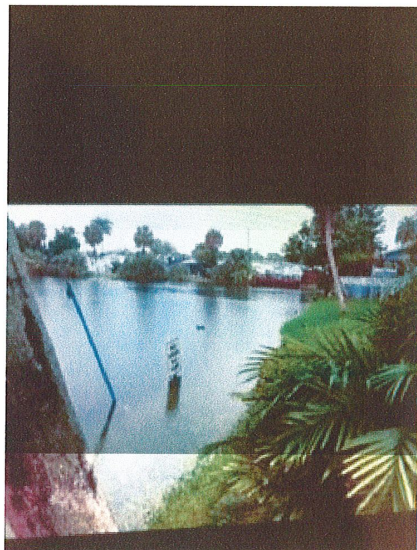


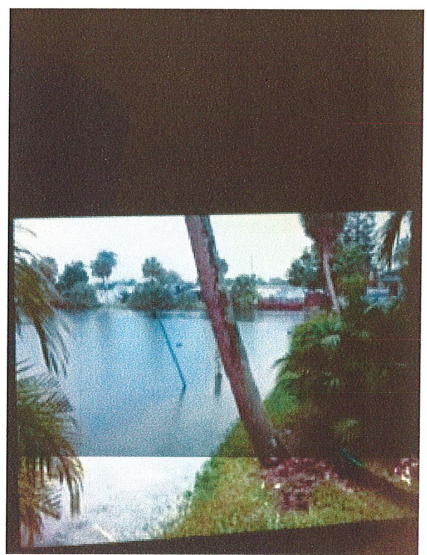


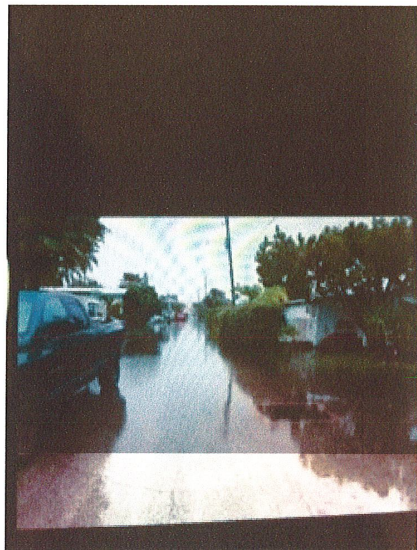






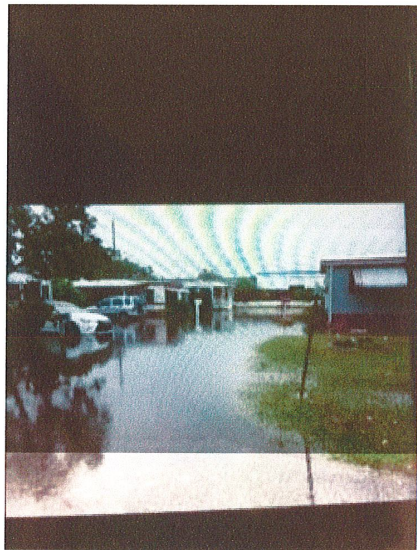


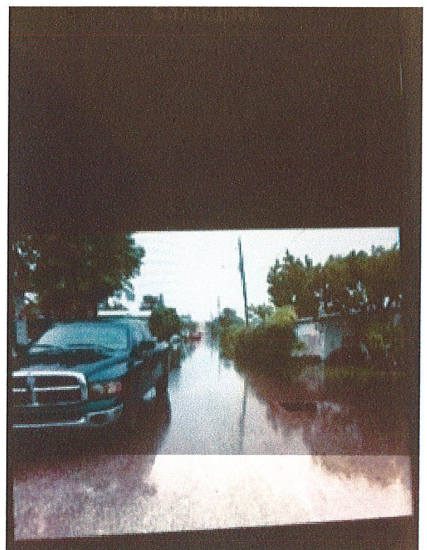


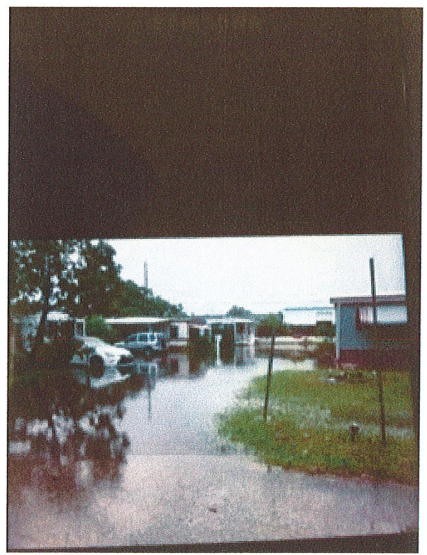


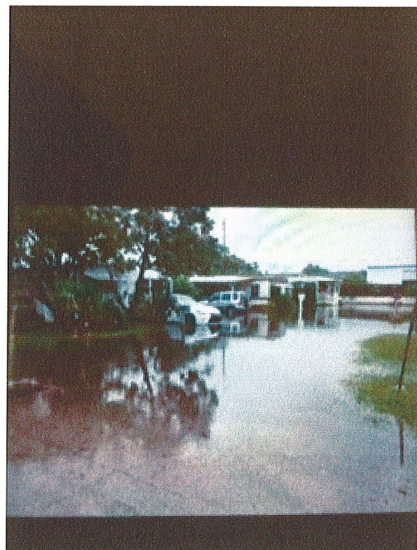


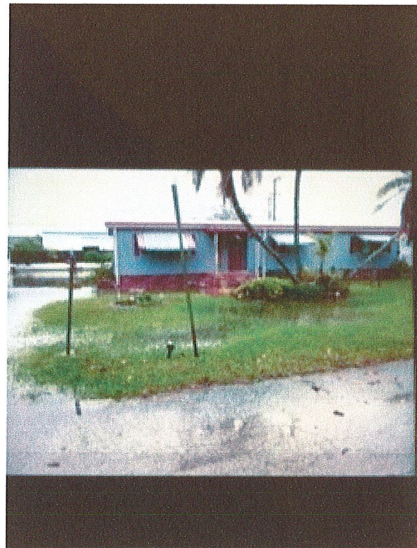


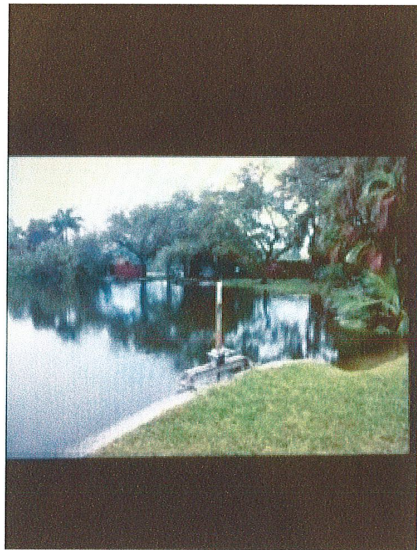












Text Communication

08/03/2019 thru 01/23/2020

Commissioner Georgina Cohen

Full Thread

Verizon

- ☐  Todd Larson  Georgina Cohen Sat Aug 03, 2019 9:36PM ET ▼
MESSAGE I called the box and the on call employee will check lake levels and verify running pumps. The Carolina station should be running.
- ☐  Georgina Cohen  Todd Larson Sat Aug 03, 2019 9:38PM ET ▼
MESSAGE Ok
Please make sure the pump gets on.
Thanks
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 8:31AM ET ▼
MESSAGE Please put the bump on and lower the waters (the pump on walkway) went down a LITTLE, but not enough, need the pump on.
Will take more pictures.
Thank you for your attention to this problem. I will talk to you tomorrow (Monday) have a nice day!
- Commissioner Cohen
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 8:44AM ET ▼
MESSAGE 
It's about 2 inches down from the top of seawall right now. If we get more rain today, we will be back above the seawall and cause erosion. I will try calling you. Thanks again Todd.
Commissioner Cohen
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 10:11AM ET ▼
MESSAGE Just was watching the news(flooding threat in Broward later today) the pump on the walkway is now on. We need to keep a watch on this. I will keep you posted on my end.
Thanks for having the Gary put the pump on the walkway on. Will be in touch.
Thank you again
- Commissioner Cohen
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 2:24PM ET ▼
MESSAGE Weather here is terrible
rain is coming down in buckets. Thank God the pump is on! Will keep you posted.
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 7:26PM ET ▼
MESSAGE Why is the pump off on the walkway??
- ☐  Georgina Cohen  Todd Larson Sun Aug 04, 2019 7:33PM ET ▼
MESSAGE The water level is still high the pump on the walkway is not on I don't know if it ran out of gas or what's going on please call me at your convenience

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:44AM ET



It's about 2 inches down from the top of seawall right now. If we get more rain today, we will be back above the seawall and cause erosion. I will try calling you. Thanks again Todd.
Commissioner Cohen

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 10:11AM ET

Just was watching the news(flooding threat in Broward later today) the pump on the walkway is now on. We need to keep a watch on this. I will keep you posted on my end.
Thanks for having the Gary put the pump on the walkway on. Will be in touch.
Thank you again

Commissioner Cohen

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 2:24PM ET

Weather here is terrible
rain is coming down in buckets. Thank God the pump is on! Will keep you posted.

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 7:26PM ET

Why is the pump off on the walkway??

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 7:33PM ET

The water level is still high the pump on the walkway is not on I don't know if it ran out of gas or what's going on please call me at your convenience

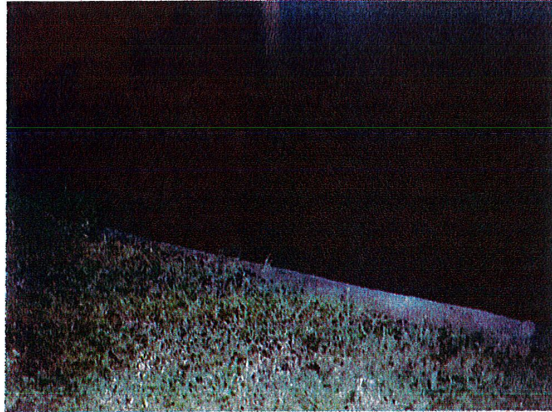
Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 7:34PM ET

I did try calling you maybe you didn't hear your phone if you get my message please call me

Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:26PM ET



Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:27PM ET

MESSAGE



Georgina Cohen 2 Todd Larson
Tonight's pictures

Sun Aug 04, 2019 8:28PM ET

MESSAGE



Georgina Cohen 2 Todd Larson

Sun Aug 04, 2019 8:29PM ET

MESSAGE



Todd Larson 2 Georgina Cohen

Sun Aug 04, 2019 10:57PM ET

MESSAGE

The lake is at about 2.5 feet. That is just about where the pumps start. Two pumps are pumping at Carolina and one at 24th St. The lake should continue to drop overnight.





Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:08PM ET

Todd again the water level is very high over the top of my Seawall please make sure the pump is on
Thanking you in advance please make sure this matter is taken care of ASAP



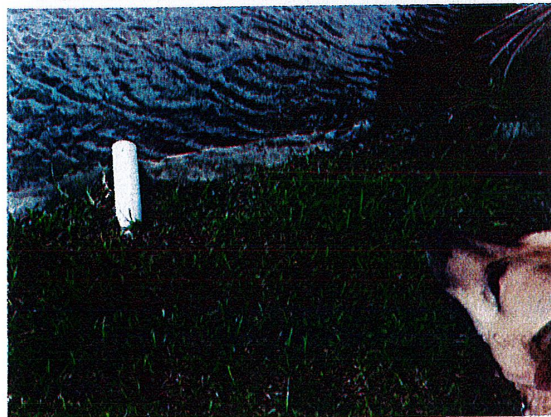
Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:09PM ET



Georgina Cohen 2 Todd Larson

Fri Aug 09, 2019 3:10PM ET



Todd Larson 2 Georgina Cohen

Fri Aug 09, 2019 3:34PM ET

I'll call you back.



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 1:23PM ET

Can you please call me
The the water levels are high in the bamboo Lakes when we talked on Friday you said you were going to have the guys see if there was anything dead or leaves that might be causing the high waters in the Lake I hear the pump on the walkway but it doesn't seem like anything's going down please call me so I know what's going on you also said something about having electrician look at the electric on the walkway and Carolina Street please call me thank you looking forward to hearing from you



Georgina Cohen 2 Todd Larson

Mon Aug 12, 2019 9:25PM ET



Georgina Cohen 2 Todd Larson

MESSAGE

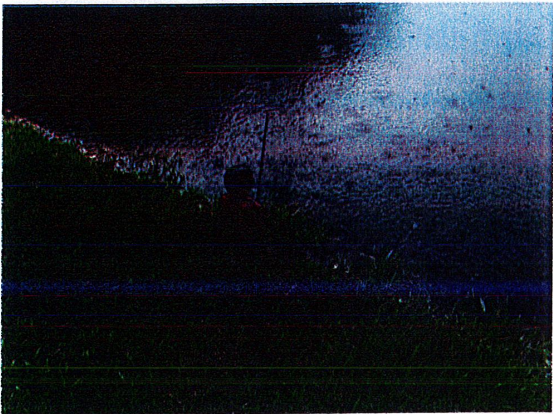
Mon Aug 12, 2019 9:26PM ET ▼



Georgina Cohen 2 Todd Larson

MESSAGE

Mon Aug 12, 2019 9:27PM ET ▼



Georgina Cohen 2 Todd Larson

MESSAGE

Mon Aug 12, 2019 9:28PM ET ▼



- ☐  MESSAGE Georgina Cohen 2 Todd Larson Tue Aug 13, 2019 10:33AM ET ▼
Just wanted to let you know Todd that the water is still high it's over the seawall can you see to it please that this lake is lower before you leave to go to Orlando tomorrow we don't need problems with the OIG.

Thanking you in advance
Commissioner Cohen

I will send another picture
- ☐  MESSAGE Todd Larson 2 Georgina Cohen Sat Aug 31, 2019 8:31PM ET ▼
Just wanted to update you on the storm. 60% chance of tropical storm winds. 10 % hurricane force. No evacuations yet. No shelters yet.
- ☐  MESSAGE Georgina Cohen 2 Todd Larson Thu Jan 23, 2020 7:37AM ET ▼
Please make sure all pumps are functioning and that the lakes are being monitored
Rain forecast
- ☐  MESSAGE Todd Larson 2 Georgina Cohen Thu Jan 23, 2020 7:46AM ET ▼
Message received
- ☐  MESSAGE Georgina Cohen 2 Todd Larson Thu Jan 23, 2020 2:14PM ET ▼
Rain is coming down hard are the pumps on
- ☐  MESSAGE Todd Larson 2 Georgina Cohen Thu Jan 23, 2020 5:24PM ET ▼
Lakes are at minimum 2 ft level

Report Generated 2/14/2020 4:04 PM ET by Mark Pakula

Commission Workshop Minutes 08/12/2019

Commissioner Georgina Cohen

WORKSHOP COMMISSION MEETING TOWN OF PEMBROKE PARK
MONDAY, AUGUST 12, 2019 - 7:00 PM

AMENDED AGENDA
CALL TO ORDER: 7:33 PM
PLEDGE OF ALLEGIANCE
ROLL CALL

PRESENT:	MAYOR	ASHIRA MOHAMMED
	VICE MAYOR	HOWARD P. CLARK, JR.
	COMMISSIONER	REYNOLD DIEUVEILLE
	CLERK COMMISSIONER	GEORGINA COHEN

STAFF:	TOWN ATTORNEY	CHRISTOPHER J. RYAN
	TOWN ATTORNEY	ANDRE PARKE
	TOWN MANAGER	AGATHA MUSE-SALTERS
	ADMIN SERVICES DIRECTOR	NATASHA JOSEPH
	DIRECTOR OF PUBLIC WORKS	TODD LARSON
	BUDGET/FINANCE DIRECTOR	HARRY TAUBENFELD
	INFORMATION TECH DIRECTOR	MARK PAKULA
	INTERIM BUILDING OFFICIAL	MIGUEL NUNEZ
	BILLING CLERK	MICHELLE GROOMS
	ASSISTANT PUBLIC WORKS DIRECTOR	MARIAM JACQUES
	TOWN PLANNER	MICHAEL MILLER
	PUBLIC SAFETY OFFICER	CHIEF COKER
	FIRE SAFETY	CHIEF KANE

ABSENT:	CLERK COMMISSIONER	GEOFFREY JACOBS/ EXCUSED
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1. DISCUSSION: Approval of Bills \$500.00- Finance Department

In response to questioning by Mayor Mohammad, Attorney Ryan stated that there has not been any change on the Progressive Waste Litigation. Attorney Ryan stated that a report was sent to them with what needed to be done with the rehabilitation of the building and also the storm water drainage; to date neither project has been completed. A letter was sent from Attorney **Hawkman** who is the Lead Council for the Town asking for an update. They responded stating that they are having it evaluated and will get it done. The court filed a "Motion to Dismiss" the matter in the event there is no progress. The discussion continued.

In response to questioning by Commissioner Cohen, Director of Public Director Todd Larson stated that the irrigation pump was replaced at the preserve.

2. DISCUSSION: Finance & Budget Update – Finance Department

Budget/Finance Director Harry Taubenfeld stated that in his review, he has nothing new to report other than the few accounts that have exceeded their budgeted amount. Mr. Taubenfeld stated that for revenue year end, it appears that the Town may be slightly short, around Two

Hundred Fifty Thousand dollars (\$250,000.00) to Three Hundred Thousand (\$300,000.00) in total revenue when discussing the general funds and enterprise funds. He continued to state that the savings on the expense side should offset any revenue short falls the Town may have come year end. In response to questioning from Mayor Mohammad, Mr. Taubenfeld stated that he's removed the Building Department out of the general fund which shows that there is a surplus of funds of Four hundred Thousand dollars (\$400,000.00) in revenue over expenses.

In responding to Mayor Mohammad, Administrative Services Director, Natasha Joseph stated that employee vacation buy backs are done every June and November, but this year they are running behind. Mayor Mohammad is authorizing employee vacation buy outs, Ms. Joseph stated that she will get with Ms. Price and get two (2) weeks' vacation information to the employees and have them sign. (Inaudible)

Budget/Finance Director Harry Taubenfeld stated that in preparing for next year's budget, he's requesting for budgeted events.

Mayor Mohammad suggested that she would like the commissioners to think about hosting their own events and market themselves with in their Districts, along with participating group commission events. Mayor Mohammad stated that she will bring this up for discussion again next week.

3. DISCUSSION: Broward Sheriff Office (BSO) Contract Issues- Vice Mayor-Lead Commissioner Clark/Lead Attorney Parke

Attorney Andre Parke provided an update of the Contract Issues and stated that he has been in communication with BOS regarding such; the only reply he received was that BOS is not a local Governmental entity covered under Chapter 164, therefore Conflict of Resolution was not needed. Attorney Parke requested to speak with them regarding all issues, no reply as of yet. The discussion continued

Currently there are two (2) issues. An unresolved dispute where the commission will need to make a determination as to how to move forward, this issue remains open. The second issue is the overcharge for services. The discussion continued.

4. DISCUSSION: Broward Sheriff Office (BSO) Contract - Vice Mayor-Lead Commissioner Clark/Lead Attorney Parke

Attorney Parke stated that there was an issue regarding the City of West Park Fire Service Contract. BSO indicated that they will no longer be paying fifty percent (50%) for their Fire Services, where it's been indicated from The Town that we will only be paying for forty percent

(40%), which is off of the empirical data. Vice Mayor Clark suggested passing the dispute on the agenda for August 26th, 2019. The discussion continued.

IT Director Mark Paulka stated that the Town has a Master Calendar that everyone can utilize. He indicated that there are two separate calendars one is for personal the other is the Master Calendar which is for the entire town. Mr. Paulka stated that there was a glitch in the system that was fixed and verified that it was running by checking everyone's computer. The discussion continued

Mayor Mohammad stated that she would like Mr. Paulka to schedule a group training this Wednesday and would like the program installed on each Commissioners phone. The discussion continued.

5. DISCUSSION: Information Technology Update- IT Director Paulka

a. Document Imaging Project

Information Technology Director Mark Paulka provided a brief history of the document imaging projects plan to scan all documents, and to eventually scan all documents for the public portal/ public document request directed by the Commission. Mr. Paulka stated that he's received three quotes between the price ranges of Sixty Thousand (\$60,000.00) Dollars to One Hundred Thousand (\$100,000.00)Dollars. In responding to Mr. Paulka question, Mayor Mohammed stated an RFP is needed.

b. Computer Software – Office 365

Information Technology Director Mark Paulka is requesting permission from the Commission to move forward with starting the migration from our old legacy servers to Office 365. He's started the design feature which would entail a mirrored server (Fault Tolerance), one server would be located in this building, and the other server will be up in the cloud. The discussion continued

In response to questioning by Mayor Mohammad, Mr. Paulka stated that he will get pricing regarding the Governmental (G3) or(G5) licenses for the Office 365 before the 26th of August. The discussion continued.

c. Website

Information Technology Director Mark Paulka stated that he and Commissioner Jacobs will be meeting with three (3) vendors on August 23rd from 9 A.M. to 1 P.M. to get an overview of the web designer's functionality. The discussion continued.

6. DISCUSSION: Building Department Update- Interim Building Official Nunez

Interim Building Official Miguel Nunez stated that the Administrative Staff are looking for avenues on how to reduce and stabilize our budget. One item that was proposed was to move from having an independent contractor to a part time inspector and plans examiner. Mr. Nunez stated that they have provided a draft ordinance to Public Services Director Todd Larson, about how to increase getting additional points on the (Community Rating System) CSR which will also assist in saving flood insurance for our residence. The discussion continued

Mr. Nunez stated that the proposed budget will be constantly reviewed the next three (3) years to monitor the proposed savings. The discussion continued.

7. DISCUSSION: Building Plan Review and Inspection Services-Public Service Director Larson

This was previously discussed on the other agenda

8. DISCUSSION: Business Tax Receipt and Billing Update- Business Tax/ Billing Clerk Grooms
8:22-8:49:08

- a. FY 17-18 Inactive Accounts
- b. Update on Public information Request
- c. Sign Variance Credit Balances
- d. Update Status of minutes
- e. Waiver Request- Just insurance Brokers
- f. Waiver Request – Lift masters

9. DISCUSSION: Code Enforcement Department Update – Chief Code Enforcement Officer Louis

Chief Code Enforcement Officer Louis gave a brief description of the different categories of Code Enforcement. Incidents are complaints or calls that are looked into or are working on the case, but no written notice of violation has been issued. New Code Cases are opened notice of violation for and pursuing through the Code Board for citation. Ongoing cases are opened notice of violations and are pursuing through the code board. Mr. Louis stated that for the month of July there are currently 6 (six) new cases and (3) three closed cases. The next Code Board hearing is August 22, 2019.

10. DISCUSSION: Parks Department Update – Parks' Supervisor McKine

No Discussion Held.

11. DISCUSSION: Public Safety – Chief Coker

Public Safety office Chief Coker provided an update as to how their department is getting ready for back to school on Wednesday. Chief Coker stated that her staff did a walk thru through the

schools to familiarize themselves with the layout of the school; they also created an operational plan which includes enforcing oncoming traffic to slow down while in school zones.

For the month of July, Chief Coker stated that there have been five hundred fifty eight (558) calls of service, thirty four (34) accident investigations and ninety (90) citations. In the mobile home parks, there have been a total of two (2) residential burglaries and overall for the Town, there have been a total of nine (9) incidents, four (4) car thefts, one (1) truck theft, one (1) business burglary and one (1) homicide. The discussion continued.

Chief Coker gave a brief description regarding Sheriff Gregory Tony's Initiatives which included the Marjory Stoneman Program Committee, school safety, Real Time Crime Center and an Eight Pack Leading Control Center. Chief Coker also indicated that there will be a new Training Facility being built in Fort Lauderdale. The discussion continued.

Chief Coker stated that there is a community awareness gathering called Drive Way Initiative on August 20, 2019 starting at 6:30 P.M. at Pembroke Park Apartments. The discussion continued.

12. DISCUSSION: Fire Safety – Chief Kane

Chief Kane stated that seventy one (71) kids from The Town of Pembroke Park attended the Summer Sizzle which was a one day Fire Safety Camp located in Coral Springs, FL.

Chief Kane said a few words of remembrance on the Memory of Captain Kerr for his nineteen (19) years of service to the Town of Pembroke Park. Commissioner Cohen suggested to Vice-Mayor Clark to do a proclamation for Captain Kerr, Vice Mayor Clark agreed.

Chief Kane will present his statistics at the Regular Meeting Monday August 26th.

13. DISCUSSION: Status of Town Projects- Vice-Mayor Clark/ Public Service Director Larson

- a. Florida Department of Transportation (FDOT)/Metropolitan Planning Organization Update- Vice mayor Clark/ Public Services Director Larson
- b. Metropolitan Planning Organization (MPO)

Vice Mayor Clark stated that the FDOT sent a letter to the Mayor and Commissioners thanking them for the proclamation that was presented.

Vice Mayor Clark stated that he and Director of Public Services Todd Larson will attend an MOP meeting on September 18, 2019 at 9:30 A.M. in which they will present all projects. Vice mayor Clark stated that he would like to connect all bicycle pass with the walking trails. The discussion continued.

Director of Public Services Todd Larson stated that a letter was received from the State of Florida regarding three (3) projects that was applied from HMGP, have been moved to Tier 1 which are being processed for funding. The three (3) projects are as follows;

Town Hall Hardening, this project will cover the windows, doors and the generator. The elevator upgrade was not approved. Mr. Larson stated that he is working on getting the paperwork completed for the questions asked.

John P Lyons Drainage – Mr. Larson stated that the pump station and the last section of the drain pipe. Mr. Larson is supplying additional information requested.

SW 25th St Drainage – Mr. Larson stated that this is located by the Behan Park down across Park Rd. where Lake Shore Mobile Home Park is. The will be upgrading the drainage size and a pump station.

Mr. Larson stated that between all three (3) projects there is about Two Million (\$2,000,000.00) Dollars in grant funding, and the rest will be taken from the drainage fund. Mr. Larson stated that he will request the additional funding out of next year's budget. Mr. Larson continued to state that it will take about two (2) weeks to have them review the responses and about two (2) to (3) months to receive a response with the final offer of the Grant. The discussion continued.

Vice Mayor Clark stated the importance of finishing the Master plan. He stated that he would like to go on record stating that people are being misconstrued; we do not have the capacity to hook up their water. These areas have been flooding for decades. Commissioner Cohen stated that the Town is not keeping up with the pumping of the lakes, water is over sea wall. In responding to Vice Mayor Clarks questioning, Public Service Director Todd Larson stated that the pumps are working correctly and once the grant projects are completed, this will assist with the flooding. Mr. Larson also stated that According to the permit, we are not allowed to pump until the water reaches 2.5 feet, but Mr. Larson will look into lowering the turn on level. The discussion continued

Commissioner Cohen stated for the record that this problem is causing erosion, we are losing a lot of land, and that the erosion on linear walkway. Commissioner Cohen stated for the record when Mr. Lyons was employed there were never any flooding problems. The discussion continued.

Vice Mayor Clark suggested that another engineer is needed. In response to questioning by Vice Mayor Clarke, Mayor Mohammad stated that there are contractors on contract that the Commissioners can reach out to. The discussion continued.

Mayor Mohammad made a comment about the pictures showing that something is wrong with the automation line. Attorney Ryan stated that all photographs need to be presented so that all of the public can be viewed for everyone can see so that we may comply with the Sunshine Laws. Note: all pictures were emailed to Administrative Services Director Natasha Joseph. The discussion continued.

In response to questioning by Mayor Mohammad, Mr. Larson stated that there is no drainage on 30th Ave., between Hallandale and the S Curve, the past the Piano place owner Mr. ** would not allow the drainage to be install, this needs to be added at a later date.

In response to questioning by Mayor Mohammad in regards to only three (3) lights from the Doctors Toy Store to the Hallandale Beach Blvd. are currently working . Mr. Larson stated that a batch of light bulbs were ordered, the electrician is installing them but hope to be done by the end of the month.

In response to questioning by Mayor Mohammad in regards to replenishing the free library, Mr. Larson stated he wasn't sure where to get them but Attorney Ryan suggested putting a General Notice on the website. The discussion continued.

Commissioner Cohen stated for the record that pictures of the Lake were sent to Mr. Larson.

14. DISCUSSION: Disaster Debris Removal and Disposal Service Bid Award – Public Services Director Larson

In response to questioning by Mayor Mohammad, Mr. Larson stated that Mariam sent the contracts to review to Attorney Ryan. Attorney Ryan stated that he has the Agreements and will follow up. The discussion continued.

15. DISCUSSION: Capital Improvement Plan Amendment- Vice-Mayor Clark/ Public Service Director Larson

Public Services Director Todd Larson stated that still waiting for any additions for Capital Projects. This also has to do with selection of projects needed for the Legislative Procreations but look at additional projects to include and update the Project list for the upcoming budget year. The discussion continued.

16. DISCUSSION: 2019 Healthy Community Champions Recognition Program – Vice Mayor Clark- Public Services Director Larson

Code Enforcer Jeffrey Louis stated that he and Public Service Director Todd Larson worked up the application with all the bullets and points, Mr. Louis still needs to get with the Town Planner Michael Miller to get the comprehension plan to add to the application. The discussion continued.

17. DISCUSSION: Legislative Update- Vice-Mayor Clark/ Attorney Sigerson

- a. Petitions
- b. Annexation

Vice Mayor Clark provided an update in regards to a meeting. Vice Mayor Clark stated that this is on the 3rd and final hearing in front of the Florida League of Cities. The discussion continued.

Mayor Mohammad stated that she would like to hold a Town hall meeting here at the end of the month.

18. DISCUSSION: International Promotions, business, Community Involvement- Vice Mayor Clark

- a. Special Recognition for: Coca Cola, Pembroke Park Church of Christ, Professional Firefighters Association, and Club Richelieu

Vice Mayor Clark stated that they are still moving forward Mr. Larson has the plaques and all that's needed is a date.

- b. Argo-Eco Center/ Community Garden/ Food Forest/ Grants

Vice Mayor Clark stated that we past a motion that we will apply for any and all funding which includes a legislative budget request. Vice mayor Clark also stated that he is still going to Atlanta to find out who their contacts are to make connections. Mayor Mohammad stated to Vice Mayor Clark to direct staff to look at all grants.

Administrative Services Director Natasha Joseph asked if a Resolution was needed. Further discussion continued regarding which project needed Resolution. Attorney Ryan stated that he will get with Connie regarding Resolutions. The discussion continued.

- c. Exercise and Playground Equipment

In response to questioning by Mayor Mohammad, Public Service Director Todd Larson stated that the two (2) pieces of the exercise equipment one being repair and once being in storage should have been installed or a PO should have been issued. The other three (3) or Four (4) pieces that are missing have been added to the proposed budget request and will follow up once the budget is in place. The discussion continued.

INFORMATIONAL

- d. Wellness Programs- Focal Point and Aging and Disability Resource Center (ADRC)

Vice Mayor Clark stated that this program is in effect, we just need to get the news out. (Inaudible) Mayor Mohammad suggested that she would like the Town to do our own Senior Walk and invite them to participate. The discussion continued.

- e. 2019 Winter Festival- Club Richelieu

Vice Mayor Clark stated that this winter he would like to see all the groups get together to get involved in Cultural Diversity. The discussion continued.

f. FITCE 2019

In response to questioning by Mayor Mohammad, Administrative Services Director Natasha Joseph stated that registration has been completed for the table for and for individuals. The discussion continued

g. Free Trade Zone- Building

Vice Mayor Clark stated that Barbara will set it all up.

h. Francophone/Francophile

Vice mayor Clark stated that staff did not notify Commission regarding this event in March. Vice Mayor Clark requested that Ms. Joseph investigate as to who received this email. The discussion continued.

19. DISCUSSION: Agriculture Education and promotion Facility Funding and 2019-20 Legislative Appropriations- Vice Major Clark/ Public Service Director Larson

No Discussion held.

20. DISCUSSION: Contracts- Mayor Mohammed/ Vice Mayor Clark/ Attorney Ryan

Attorney Ryan stated that the RFP's for a Town Attorney, Planner and Information technology were written. Town Manager Agatha Muse-Salters stated that she would like to put all three (3) contracts on hold until a complete analysis can be done and more information can be added. The discussion continued.

In response to questioning by Vice Mayor Clark, Director of Public Works stated that several employees did not want to work in the Community Forest. Mayor Mohammad stated that when this originally started a few years ago in 2013, the Commission Directive was that staff would not work in the Community garden to be maintained by the Community. Mayor Mohammed stated that if the money can be found in the budget, an additional person can be hired. The discussion continued.

Ms. Salters stated that she would like the opportunity to go over the Parks and Recreation staff with Mr. Larson and get back with the commission.

Commission Cohen suggested that the linear walkway needs to be walked, that the park is being neglected. The discussion continued.

In response to Vice Mayor Clarks questioning, Mayor Mohammed stated that they have the ability to hire, there is no need to bring this back on the agenda. The discussion continued.

21. DISCUSSION: Resurface Exterior of Town Hall – Mayor Mohammed

Mayor Mohammad suggested moving forward on updating City Hall and to go out for bid. Mayor Mohammad would like this to go out for a bid. In response to Mayor Mohammad's questioning, Mr. Larson stated that a RFP could go out as a design/build RFP or as a two (2) step bid, meaning design it, do the specs then build out the specs. His recommendation was to do it as a one (1) bid process. The discussion continued.

22. DISCUSSION: 2019 Mayors National Youth Summit Update – Mayor Mohammed

Mayor Mohammad stated that this item was not on the agenda therefore, it was not addressed.

23. DISCUSSION: Town Vehicles Policy – Mayor Mohammed

Mayor Mohamad stated that The Town needs to create a vehicle policy and to move forward with Omnitrax. In response to questioning by Mayor Mohammad, Attorney Ryan stated that they have been slow in responding, but there have been discussions, Attorney Ryan stated that he will let them know we have deadline to meet.

Director of Public Works Todd Larson stated that currently the State has a contract with Verizon that can provide the same services as Omnitrax. Mr. Larson has the information and will forward to Attorney Ryan. The discussion continued.

24. DISCUSSION: Alcoholic Beverage Sales Extended hours licenses – Annual Fees- Consultant Town planner Miller

Mr. Miller stated that the owner and operator of the Polo Club, located at 56th Avenue and Hallandale Beach Boulevard was unhappy with the outstanding fees for the Alcoholic Beverages Extended Hours Sales License due to the community. Currently there are two (2) businesses that have been granted the sale of alcoholic beverages sale extended hours licenses. One is being Scarlett's Cabaret which operated seven (7) days a week with a seating capacity of eight hundred (800) and the Polo Club which is operated two (2) days a week with a seating capacity of about one hundred (100), both establishments being charged the same for the annual fee. The discussion continued.

Mr. Miller is recommended the Commission consider having the annual fee adjusted due to size and hours of operation. Mayor Mohammad stated to be fair to businesses in our community, size of business and hours of operations can be adjusted. Mayor Mohammed stated to the Commission to email Mr. Miller with their recommendations.

25. DISCUSSION: Seneca Commerce Center (SCC)-Right-of-Way Encroachment Agreement-Consultant Town Planner Miller

Mr. Miller stated that Seneca built a buffer wall at the intersection of 40th Avenue and 25th Street. According to Mr. Miller there was additional right away dedicated with plaque but during inspection although, not noticeable, it was determined that a piece of the wall they built was at the intersection, within the public right away. When brought to their attention, Mr. Miller stated that the wall could be torn down and to build another wall on their property, but they are requesting an Encroachment Agreement. The discussion continued.

In response to Mayor Mohammad's questioning, an exact square footage could not be given, therefore, Mayor Mohammad requested to Mr. Miller to obtain the market value of encroaching along with an evaluation. The discussion continued.

26. DISCUSSION: Sign Code Analysis – Consultant Town Planner Miller

Mr. Miller provided a follow up regarding the Sign Code regarding gas stations. Mr. Miller stated that in his opinion, the current sign ordinance needs an overall update. The discussion continued.

Mr. Miller also referenced to strip lighting at gas stations. Mr. Miller stated that the Town of Pembroke Park does not allow strip lighting around canopies or an outline in a window. Colors are acceptable. The discussion continued.

Vice Mayor Clark suggested that the Commission would like to see lightbulbs and the direction was to create the ordinance to allow similar lighting as Miramar or Hallandale. The discussion continued.

27. DISCUSSION: Koinonia Worship Center Expansion Project – Consultant Town planner Miller

Mr. Miller gave a history on the Koinonia Worship Center which is the old complex on Hallandale Beach Blvd.. About two (2) years ago, to expand their facility, they purchased the vacant lot south behind Swifties laundromat on 48th Avenue.

Due to the eighty (80) foot dedicated right away on 48th Ave., Koininia Worship do not want to dedicate the eighty (80) right away and are requesting a waiver from the local government or for us to petition to change the traffic ways plan. Public Works Director Todd Larson stated that the request is being opposed because it prevents the side walk to being the standard width across, currently the side walk is narrow and has power pull, isn't ADA compliant. The discussion continued.

28. DISCUSSION: Surplus and Salvage Equipment – Deputy Town Clerk Joseph

Administrative Services Director Natasha Joseph stated that there are computers and equipment to have salvaged from 2002 to current; these items are of no value to the Town and need to be disposed of. The hard drives have already been taken out therefore they can be taken to Bark or disposed of. Ms. Joseph is seeking approval from the Town to have this computers removed from the premises.

In response to Vice Mayor Clark, Attorney Ryan stated that the Amendment to the procurement code provides a section that approves getting rid of surplus items as long as the Commission approves the list, which will be brought to next week's agenda, it's acceptable.

Public Works Director Todd Larson wanted to address the Commissioners regarding Moil Station. He stated that, this discussion was pulled from the Agenda, due to the fact that their attorney could not attend; therefore they wanted to have the Moil Signage brought back up at the regular meeting. Mr. Larson stated that he recommend approval in accordance with plan review because this is the same plans that were approved with the last Moil Station.

29. DISCUSSION: Florida Department of Transportation Revised Fiscal year 2019-2020 Work Order for Street Lighting and maintenance – Public Service Director Larson

Attorney Ryan stated that this needs to be brought by resolution.

30. DISCUSSION: Recognition for Streets, Roads, and Parks for Assisting in the Argo-Eco Garden – Vice Mayor Clark/ Public Service Director Larson

(Inaudible) Vice Mayor Clark is requesting certificates for their outstanding work at the garden.

31. DISCUSSION: Execution of the CDBG 45th Year (Preserve Park ADA Prefab Restroom Building) – Public Services Director Larson

Mr. Larson stated that we've been awarded for funding for the rest room on the east side of the park. In response to questioning by Mayor Mohammad, Mr. Larson stated that he will get pricing. (inaudible) The discussion continued.

32. DISCUSSION: Recommendation for Added Units- ITB 19-03 CDBG 44thYear Preserve Tot lot Playground- Public Services Director Larson

Mr. Larson took proposal from the different pieces of equipment the Commission preferred, and checked with them as to what could be added. Mr. Larson stated that due to the limited space and issues with fall heights, they recommended adding additional crawl through tunnels to the project which revised the total. The discussion continued.

In response to being questioned by Attorney Ryan, Mr. Larson stated that these changes were approved.

33. DISCUSSION: Execution of First Amendment to 44th Year CDBG Agreement Preserve Tot lot Playground- Attorney Ryan/ Public Services Director Larson

Mr. Larson stated that a three (3) month extension was given to ensure this project is completed within the allotted time frame.

COMMISSIONERS COMMENTS:

Commissioner Cohen welcomed to The Town the newly appointed Town and Assistant Town Manager. She also reiterated to keep the linear walkway cleaned.

Vice Mayor Clark stated that he would like Mr. Larson to join him to his trip to the Food Garden in Atlanta, GA. Attorney Ryan stated to add this item to the Agenda so the Commissioners can an informed decision on Mr. Larson going to Atlanta, GA. The discussion continued.

Mayor Mohammad stated that there were two (2) Proclamations request for a seventy (70th) and One Hundred (100th) Birthday. Mayor Mohamad asked if there was any way a proclamation can be held without bringing to the Commission. In response to questioning by Mayor Mohammad, Attorney Ryan stated that it should be put on the Consent Agenda, so there is an Official Act of Commission. The discussion continued.

TOWN MANAGER/ PERSONNEL COMMENTS:

In response to questioning by Administrative Services Director, Natasha Joseph, Attorney Ryan stated that two (2) additional I Pads can be purchased under the Agreement as long as the terms are the same.

In response to questioning by Vice Mayor Clark, Town Manager Salters stated that the RFP for a Town Attorney was put on hold because complete analysis needs to be rewritten to avoid any conflict of interest. The discussion continued.

PUBLIC COMMENTS:

None.

Since there was no further business, ***** made a motion to adjourn the meeting. The motion was carried unanimously by voice vote and the meeting was adjourned at 10:43 P.M.

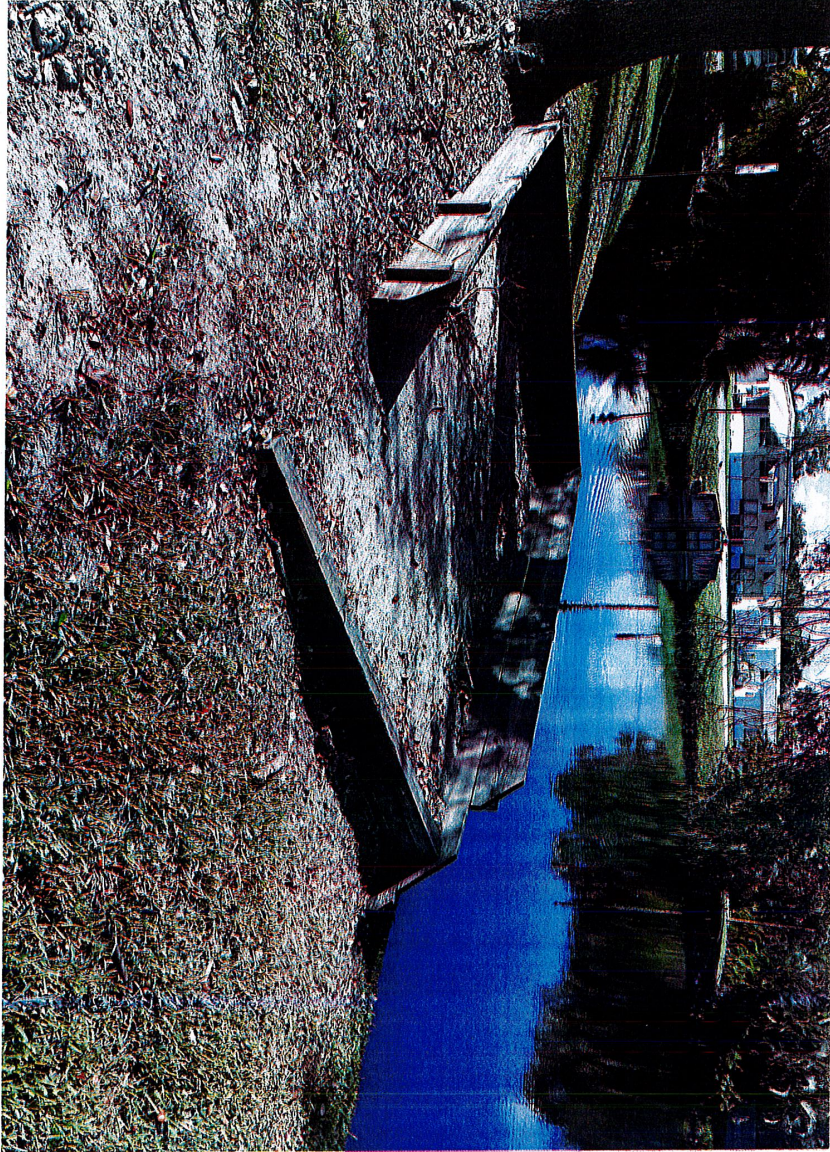
Howard P. Clark Sr. Linear Walkway

10/31/2019

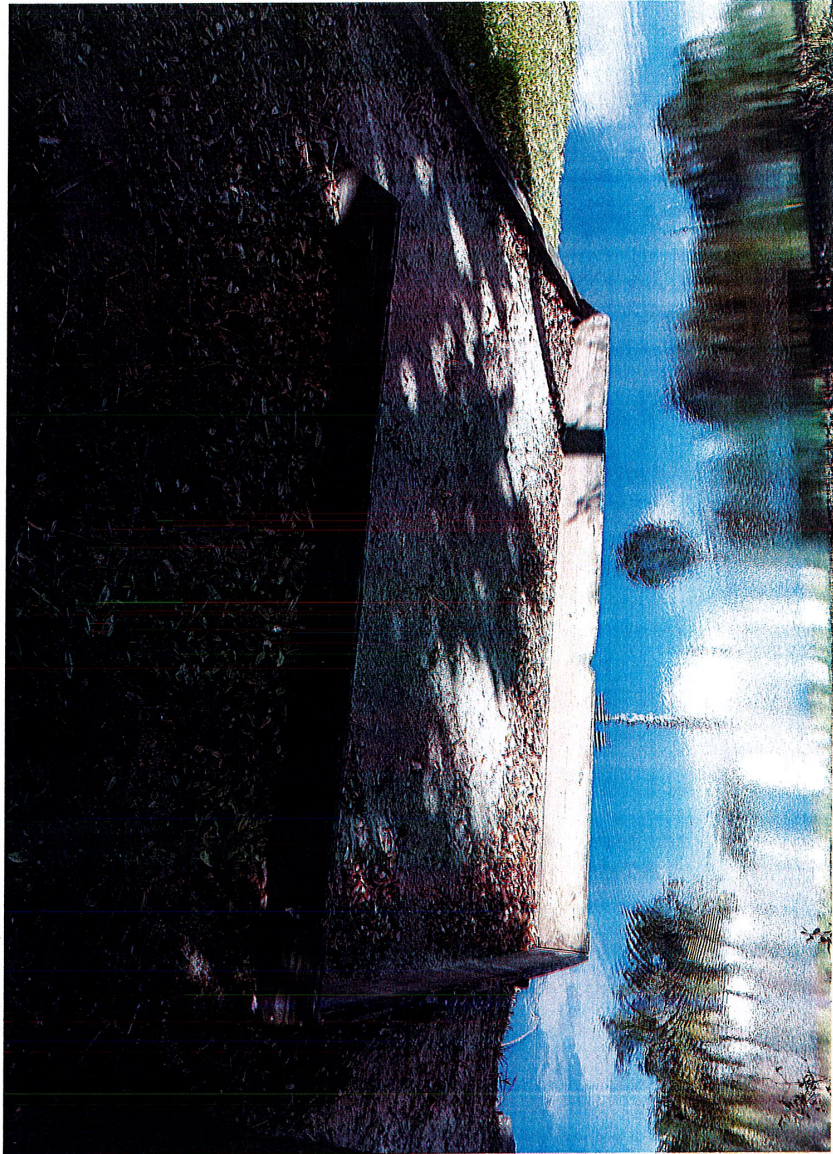
Commissioner Georgina Cohen





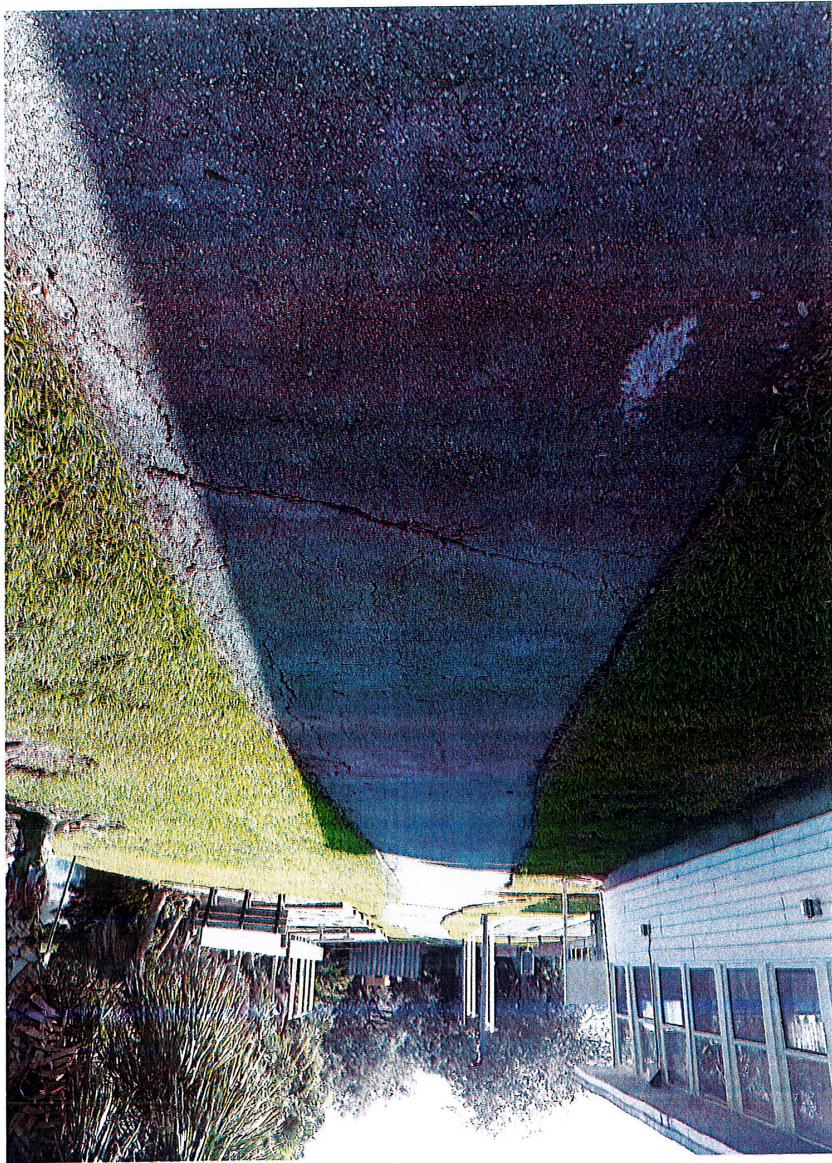


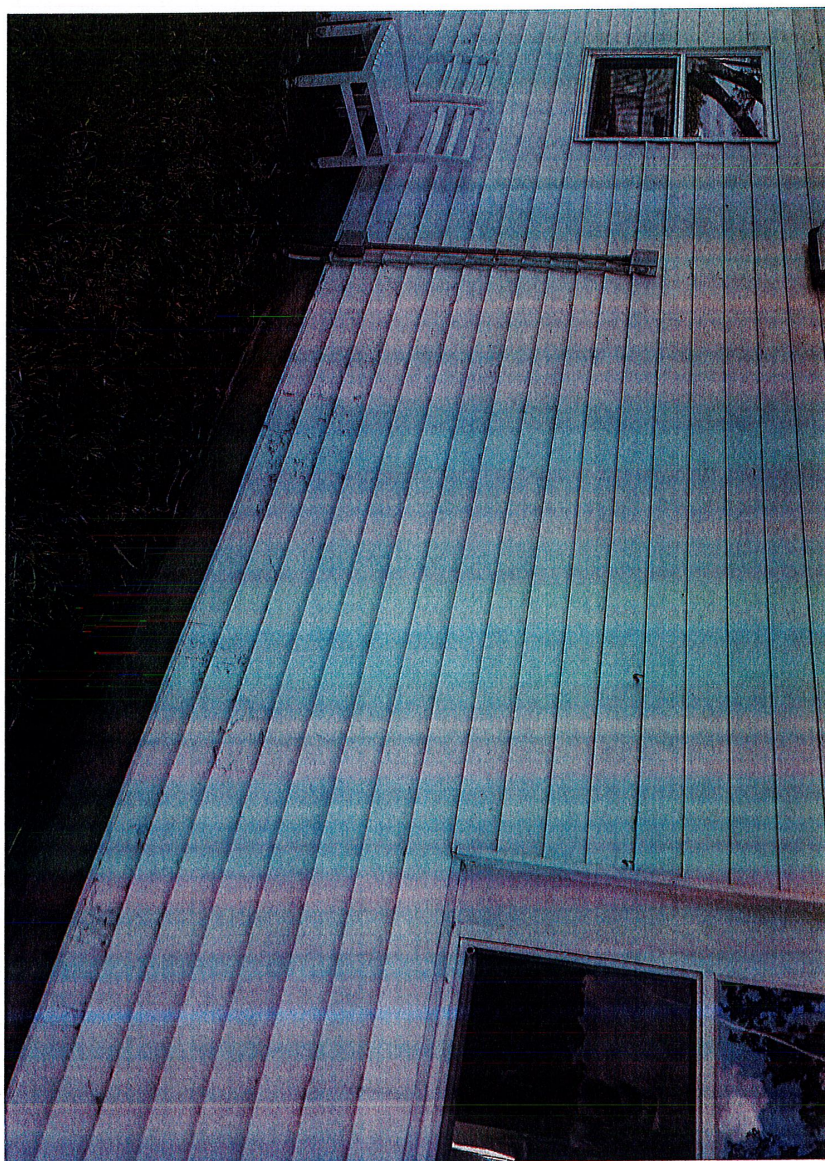












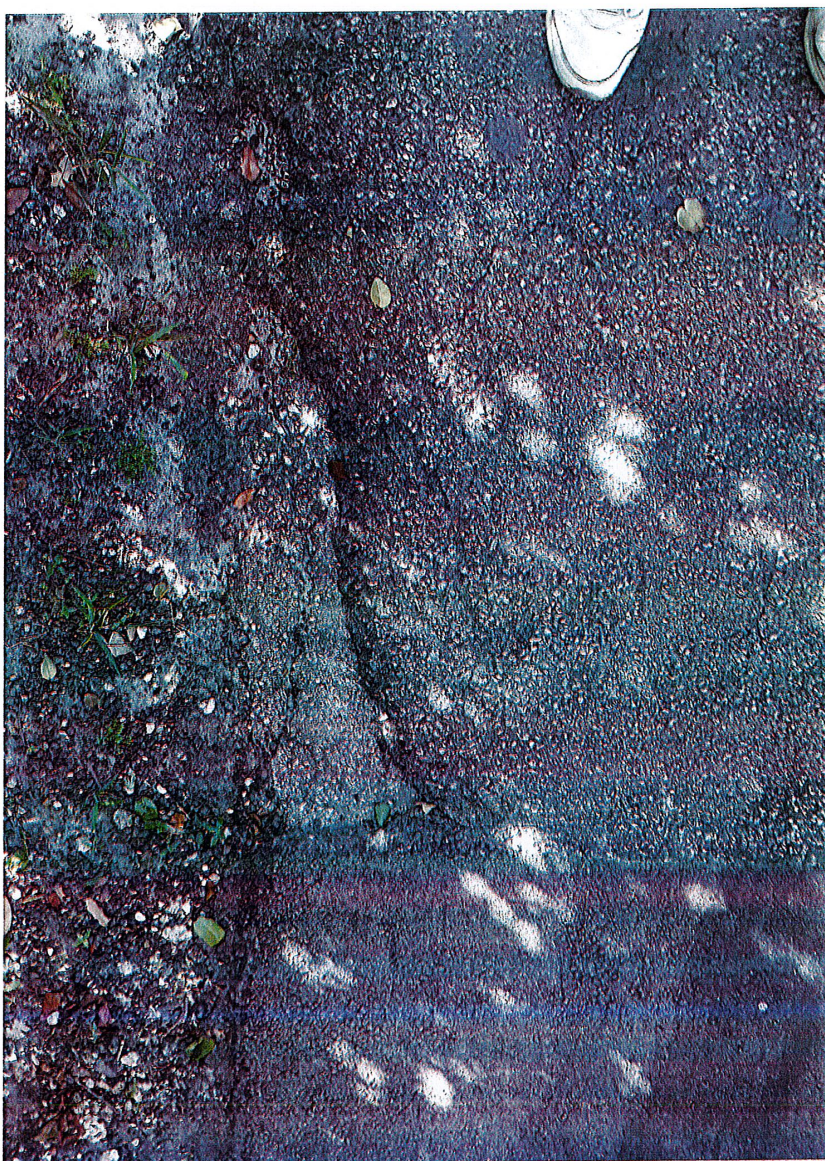


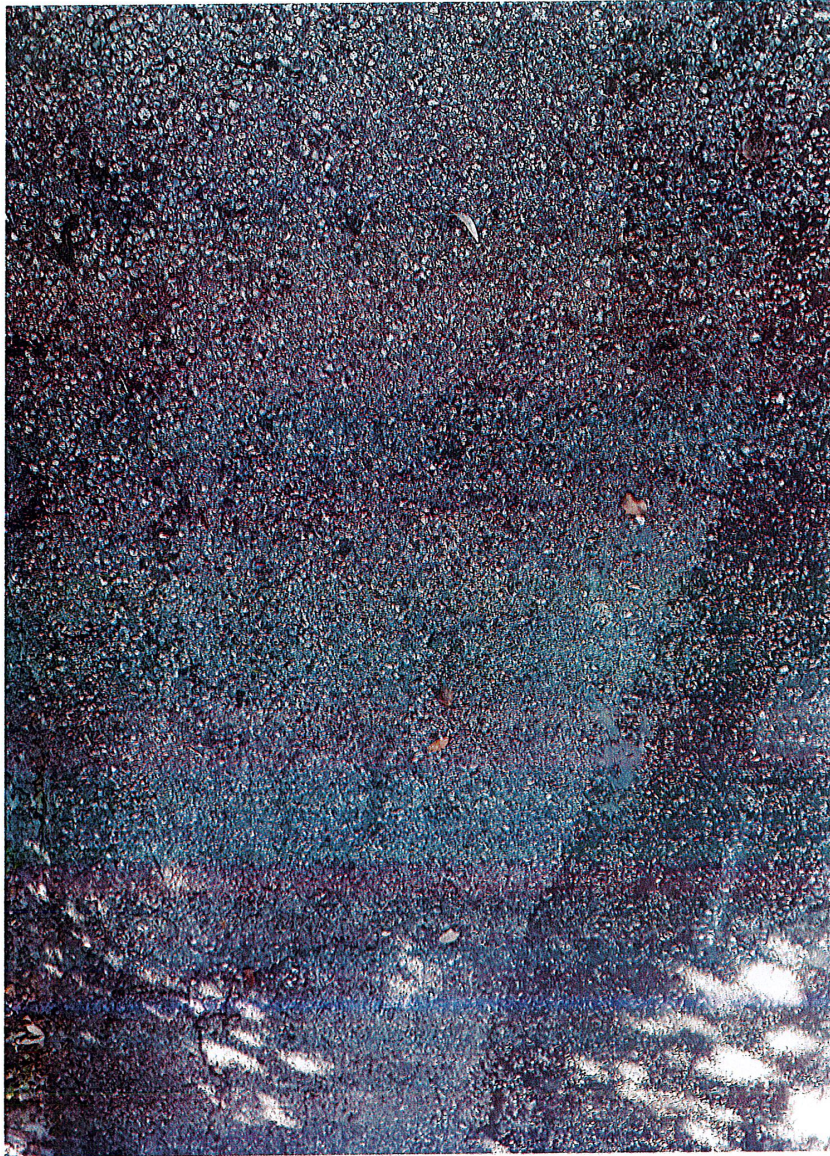
















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This message was intended for: gjacobs@townofpembrokepark.com

660 North Capitol Street, NW, Suite 450, Washington, DC 20001

For questions, please contact media@nlc.org.

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October 28, 2019

Mr. Vivek Galav, P.E.
 Director, Department of Public Utilities
 City of Hollywood
 1621 North 14th Avenue
 Hollywood, FL 33020

Re: FY 2018 Large User True Up Report

Dear Mr. Galav:

Attached is the FY 2018 Large User True Up Report.

The analysis indicates a refund to the Large Users, as a group, totaling \$2,188,510.46.

Large Users	FY 2018 Costs to Large Users	Actual FY 2018 Large User Billings - Inc. RRI	Net Charges for Operating, Debt Service & Depreciation Due From (To) Large Users
Broward County	\$ 3,431,562.49	\$ 3,731,263.25	\$ (299,700.76)
City of Dania	3,306,678.27	3,777,731.98	(471,053.71)
City of Hallandale	7,964,138.16	8,116,789.12	(152,650.96)
City of Miramar	150,885.25	160,533.89	(9,648.64)
Town of Pembroke Park	988,820.33	1,152,674.60	(163,854.27)
City of Pembroke Pines	7,674,013.86	8,765,615.98	(1,091,602.12)
Total	\$ 23,516,098.36	\$ 25,704,608.82	\$ (2,188,510.46)

During the development of this report we reviewed detailed financial records of both the General Fund and Water and Sewer Fund of the City of Hollywood ("City"). After reviewing and compiling this data, we proceeded to develop the Large User True Up analysis in accordance with the Large User Agreements, including the Amendments to the Large User Agreement between the Cities of Miramar, Hollywood and Hallandale, and Exhibit D.

City staff was instrumental during the development of this report and we appreciate their professionalism and promptness with regard to providing the necessary data and information required to complete this report.

Mr. Vivek Galav, P.E.
Page 2 of 2

It is important to note that the FY 2018 True Up analysis includes the effects of the following:

- Continued use of Pension Contribution, instead of Pension Expense, in the development of the analysis per discussions with the Large Users.
- Verification through the City's Finance Department that cash spent on Other Post Employments Benefits (OPEB) is already incorporated into the Water and Sewer Fund financial data and associated financial statements relied upon for this analysis

We appreciate the opportunity to be of service to the City on this important project. If you have any questions regarding this report, or any aspect of the analysis, please feel free to contact me at 904.860.5897.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Varnes', is positioned above the printed name.

Jonathan Varnes
Principal
Lighthouse Utility Consulting



TOWN OF PEMBROKE PARK

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

MPO-CSLIP Projects 2019 SW 52nd Avenue and S Park Road Bicycle Path and Sidewalk Improvements

Background:

The Town of Pembroke Park is a Florida municipal corporation and is located in the southeastern part of the state in Broward County. The Town has a current estimated permanent population of 6,100 residents with a large influx of seasonal residents each winter. The Town has a total area of 1.7 square miles.

The Town of Pembroke Park has an immediate need for several road improvements throughout its Town, and wants to utilize Broward Metropolitan Planning Organization's (MPO) new program to fund qualifying Town's significant projects under the Complete Streets and other Localized Initiatives Program (CSLIP). The Town is proposing one Broward MPO CSLIP Project for bicycle path and sidewalk improvements at SW 52nd Avenue, and at S. Park Road, both minor collector roadways.

Objectives:

The main purpose to construct bicycle path and sidewalk improvements that will enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to school in the morning and on their way home in the afternoon. And, to improve the condition of the sidewalks east side of S. Park Road and thereby provide a safer route for pedestrians and bicyclists to travel.

Scope of Work:

The project includes:

South Park Road

- Drainage adjustment for lost swale areas
- Resurfacing to adjust road grades
- Construction of missing sections of sidewalks along the east side, and repair of existing sidewalks along east and west sides
- New bike paths along the east side of the road.

52nd Avenue

- Construction of missing sections of sidewalks, and repair of existing sidewalks along east and west sides of the road
- New bike paths along the east side and west sides of the road.

Project Elements:

ADA compliant sidewalks – construct with ADA pavement and grade

Bike lanes – construct 5 feet wide on either side of the road, except where ROW is narrower

Crosswalk – will be added on S Park Road and 25th Street for school bus stop

Drainage – connection and improvement to the sewer main on S Park Road

Landscape – sod will be added or replaced along the roads

Sidewalks – construct 5 feet wide ADA compliant sidewalks, except where ROW is narrower

Cost Estimate of Project

The project for the two bike path and sidewalk improvements is estimated at **\$3,164,242**.

Location of Project:

The sidewalks, bicycles paths, and road improvements work will be located along the east and west sides of SW 52nd Avenue extending south to County Line Road; and on S. Park Road from Hallandale Beach Boulevard extending north to Pembroke Road.



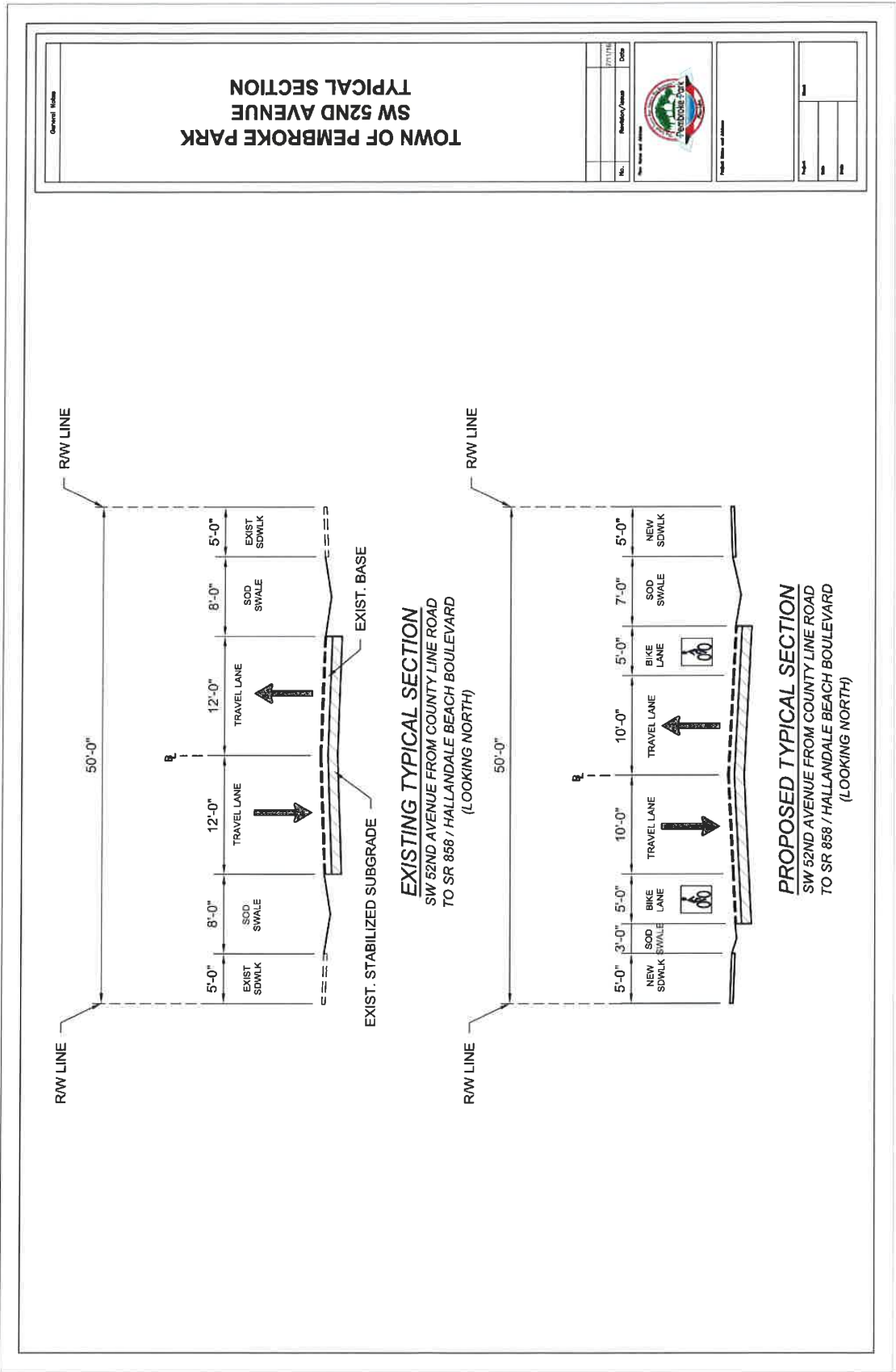
Park Road & SW 25th Street (Looking South)



SW 52nd Avenue (Looking North)

This project includes no:

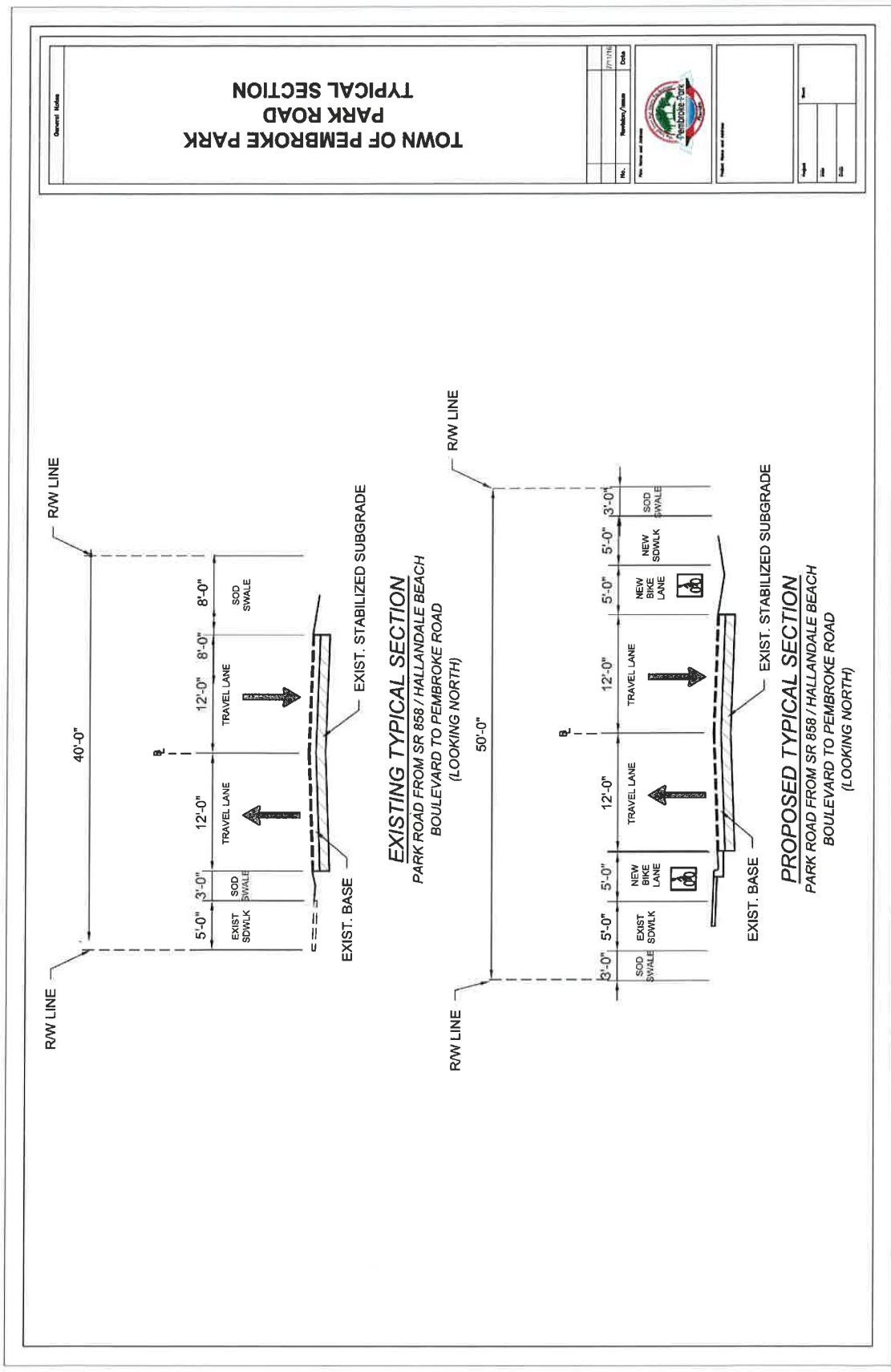
- Technical analysis
- Broward MPO endorsed corridor study
- Adjacent project to any upcoming or currently underway projects



TOWN OF PEMROKE PARK
SW 52ND AVENUE
TYPICAL SECTION

No.	Revision/Notes	Date

Project Name and Address	
Project Name and Address	



**TOWN OF PEMBROKE PARK
 PARK ROAD
 TYPICAL SECTION**

Project Name and Address	Revision/Issue	Date

☐ Approved
☐ Rejected
☐ Pending

RESOLUTION NO. 2020-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO APPLY TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR FUNDING UNDER THE COMPLETE STREETS AND OTHER LOCALIZED INITIATIVES PROGRAM; AUTHORIZING AND DIRECTING THE TOWN STAFF TO PREPARE AND FILE ALL DOCUMENTS REQUIRED FOR THE FUNDING APPLICATION; AUTHORIZING AND DIRECTING THE TOWN PUBLIC SERVICES DIRECTOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR AND ON BEHALF OF THE TOWN FOR THE FUNDING APPLICATION; ENDORSING THE FLORIDA DEPARTMENT OF TRANSPORTATION DELIVERING THE PROJECT ON THE TOWN'S BEHALF, FULLY ADMINISTERING THE DESIGN AND CONSTRUCTION PHASES OF THE PROJECT; ACKNOWLEDGING THE TOWN'S RESPONSIBILITY TO MAINTAIN OR COORDINATE THE MAINTENANCE OF THE PROJECT AFTER PROJECT COMPLETION; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward Metropolitan Planning Organization ("MPO") was created to collaboratively plan, prioritize, and fund the delivery of diverse transportation options for the residents of and visitors to Broward County; and

WHEREAS, the MPO understands the importance of creating a transportation system that addresses the needs of all users of the road, including the needs of people who walk, bike, drive, and ride mass transit; and

WHEREAS, to accomplish the aforesaid objectives, the MPO developed the Complete Streets Initiative based upon the principle that a street where the entire right-of-way is planned, designed, and operated for all modes of transportation and all users regardless of age or ability is the most effective way to serve the transportation needs of the community; and

WHEREAS, the MPO has funding available through the Complete Streets and other Localized Initiatives Program ("CSLIP") to assist municipalities to improve their roadways to meet the Complete Streets Initiative objectives; and

WHEREAS, Town desires to obtain funding from the MPO under the CSLIP for the purpose of constructing bicycle path and sidewalk improvements to enhance the safety and protection of the Lake Forest and Watkins Elementary School students who walk along SW 52nd Avenue on their way to and from school, and to improve the condition of the sidewalks on the east side of South Park Road in order to provide a safer route for pedestrians and bicyclists who travel on said thoroughfare; and

WHEREAS, the projects will include stormwater drainage, adjustment for lost swale areas, resurfacing to adjust road grades, construction of missing sections of sidewalk and new bike paths on SW 52nd Avenue and South Park Road; and

WHEREAS, Town does not currently have sufficient funds available to pay for these Complete Streets improvements, and desires to obtain funding from the MPO through CSLIP to complete the projects; and

WHEREAS, the project will be evaluated and ranked by the MPO, then vetted to determine program ability in accordance with CSLIP policies; and

WHEREAS, Town Commission hereby states its support for the project and its willingness to cooperate with all project requirements; and

WHEREAS, Town Commission endorses Florida Department of Transportation ("FDOT") delivering the project on the Town's behalf, fully administering the design and construction phases of the project; and

Section 6: The Town Commission acknowledges the responsibility of the Town of Pembroke Park to maintain or coordinate the maintenance of the roadways after the project's completion.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 8: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 8th day of January, 2020.

ATTEST:

A blue ink signature of Geoffrey Jacobs, consisting of a stylized, cursive 'G' followed by 'eoffrey Jacobs'.

GEOFFREY JACOBS
Clerk-Commissioner

A blue ink signature of Ashira A. Mohammed, consisting of a stylized 'A' followed by 'shira A. Mohammed'.

ASHIRA A. MOHAMMED
Mayor-Commissioner

February 21, 2020

Honorable Mayor & Commissioners,

I am requesting reimbursement for Attorney Expenses pursuant to Town Ordinance 18-10-03 (see bills attached), in the amount of \$8,965.78.

Sincerely,

X 
Howard P Clark, Jr.

RESOLUTION NO. 2020-027

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE REIMBURSEMENT OF REASONABLE PRIVATE LEGAL EXPENSES TO HOWARD P. CLARK JR. PURSUANT TOWN OF PEMBROKE PARK ORDINANCE NO. 18-10-03; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission enacted Ordinance 18-10-03 on October 10, 2018, to provide reimbursement of legal expenses for Town officials regarding certain legal proceedings enumerated in the Ordinance; and

WHEREAS, Vice-Mayor Howard P. Clark Jr. has petitioned the Town Commission for reimbursement of his legal expenses as set forth in the attached Exhibit A, as required by Section 2-278(a), Pembroke Park Code of Ordinances; and

WHEREAS, Town Commission has determined that the filed petition by Vice-Mayor Howard P. Clark Jr. meets the criteria of Section 2-276(d), Pembroke Park Code of Ordinances, required for reimbursement; and

WHEREAS, the Town Commission has determined that the request by Vice-Mayor Clark for reimbursement of prior legal expenses in the amount of \$8,965.78 is permitted by Section 2-278(a), Pembroke Park Code of Ordinances.

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

Section 1: That Town Commission Hereby authorizes the reimbursement of reasonable private legal expenses to Vice-Mayor Howard P. Clark Jr. in the amount of \$8,965.78 as authorized by Section 2-278(a), Pembroke Park Code of Ordinances.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this _____th day of _____, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

LAW OFFICES
RYAN & RYAN, LLC
THIRD FLOOR
700 EAST DANIA BEACH BOULEVARD
DANIA BEACH, FLORIDA 33004-3090

ARCHIE J. RYAN III
TIMOTHY M. RYAN
CHRISTOPHER J. RYAN*
ERIC W. ABEND

*Board Certified City,
County and Local
Government Lawyer

TELEPHONE 954.920.2921
FACSIMILE 954.921.1247

MEMORANDUM

To: Howard P. Clark, Jr., Vice Mayor
Robert A. Levy, Town Manager
Peter Kunen, Town Engineer
Todd Larson, Town Public Works Director
Georgina Rodriguez, Town Budget and Finance Director

From: Christopher J. Ryan *CJR*

Re: OIG Interviews

Our File Number: FN23336E

Date: April 6, 2017

Carol "Jodie" Breece, General Counsel for the Broward Office of the Inspector General ("OIG"), has requested to interview each of you relating to the OIG's review of the Town's purchasing procedures. The interviews will be conducted at the OIG's office and will be recorded by them. All persons are permitted to have counsel present during their interviews. I plan to attend the interviews, however, you may select another attorney of your choice to represent you at the interview, if you so desire.

Ms. Breece has requested that the interviews be conducted next week so that they may complete their review. She has requested that the interviews be conducted at 1:30 p.m. and 3:00 p.m. on April 11, 2017, and 1:30 p.m., 3:00 p.m. and 4:30 p.m. on April 13, 2017. Please contact me at your earliest convenience so that we may prepare the schedule of the interviews and provide it to the OIG's office.

CJR/aja

L:\Anita\Chris\Town of Pembroke Park\Memos\OIG interviews.wpd

Mark Pakula

From: njoseph@townofpembrokepark.com
Sent: Thursday, April 06, 2017 3:01 PM
To: cjr@ryanlawfl.com
Subject: Fwd: Memo re: OIG Interviews

----- Original message -----

From: Georgina Rodriguez <GRodriguez@townofpembrokepark.com>
Date: 4/6/17 2:43 PM (GMT-05:00)
To: Natasha Joseph <njoseph@townofpembrokepark.com>
Subject: RE: Memo re: OIG Interviews

I will be out of Town of these dates.

Thanks,

Georgina

Georgina Rodriguez
Finance and Budget Director
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023
Tel. 954-966-4600, ext. 232
Fax. 954-961-4760
grodriguez@townofpembrokepark.com



From: Natasha Joseph
Sent: Thursday, April 06, 2017 2:42 PM
To: Ambassadorclark; Robert Levy; Todd Larson; Peter Kunen; Georgina Rodriguez
Subject: Fwd: Memo re: OIG Interviews

Just received this email

----- Original message -----

Howard P Clark, Jr.
2403 Howard Road
Pembroke Park, Florida 33009

Re: Sachs Sax Caplan (OIG Investigation 13430-0001).

Date: February 19, 2020

Billed OIG Investigation 13430-0001	5/31/2017	\$ 3,037.47
Billed OIG Investigation 13430-0001	10/31/2017	\$ 2,124.38
Billed OIG Investigation 13430-0001	11/30/2017	\$ 2,104.42
Billed OIG Investigation 13430-0001	12/31/2017	\$ 708.13
Billed OIG Investigation 13430-0001	02/28/2018	\$ 991.38
Total:		\$ 8,965.78

See attached invoices.

SACHS SAX CAPLAN

Attorneys at Law
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487
TEL: 561.994.4499 FAX: 561.994.4985
TAX ID: 26-2950872

June 06, 2017

Invoice No. 132785
Billed Through 05/31/2017

Howard Clark (Commissioner)
2425 Cheri Lane
Pembroke Park, FL 33009

OIG Investigation

13430-00001 AP

Balance Forward	\$2,682.12
Less Payments Received	\$2,682.12
Net Balance Forward	\$0.00

Blue Checking
CK# 1248
6/12/17 \$3,037.47

FOR PROFESSIONAL SERVICES RENDERED

04.14.17	ASP	Phone conferences with Howard Clark regarding inspector general report	0.50 hrs	\$275/hr	\$137.50
04.18.17	ASP	Meeting with Howard Clark regarding OIG investigations	2.00 hrs	\$275/hr	\$550.00
05.01.17	ASP	Phone conference with Howard Clark	0.30 hrs	\$275/hr	\$82.50
05.02.17	ASP	Legal Research of Florida Statutes and Broward code of ethics	1.50 hrs	\$275/hr	\$412.50
05.02.17	ASP	Phone conference with Howard Clark	0.40 hrs	\$275/hr	\$110.00
05.04.17	AP	Travel to and attend meeting with client and Ms. Breece (Broward Office of Inspector General).	3.50 hrs	\$310/hr	\$1,085.00
05.05.17	ASP	Phone conferences with Howard Clark	0.30 hrs	\$275/hr	\$82.50
05.08.17	ASP	Phone conference with Howard Clark regarding interview	0.20 hrs	\$275/hr	\$55.00
05.16.17	AP	Telephone conference with Mr. Clark.	0.50 hrs	\$310/hr	\$155.00
05.16.17	AP	Follow up telephone conference with Mr. Clark.	0.60 hrs	\$310/hr	\$186.00
05.25.17	AP	Telephone conference with Mr. Clark.	0.30 hrs	\$310/hr	\$93.00
Total fees for this matter			10.10 hrs		\$2,949.00

BILLING SUMMARY

Parke, Andre S.	5.20 hrs	275.00 /hr	\$1,430.00
Prudenti, Angela	4.90 hrs	310.00 /hr	\$1,519.00
TOTAL FEES		10.10 hrs	\$2,949.00
ADMINISTRATIVE CHARGE			\$88.47
TOTAL CURRENT CHARGES FOR THIS INVOICE			\$3,037.47

SACHS SAX CAPLAN

Attorneys at Law
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487
TEL: 561.994.4499 FAX: 561.994.4985
TAX ID: 26-2950872

November 08, 2017

Howard Clark (Commissioner)
2425 Cheri Lane
Pembroke Park, FL 33009

Invoice No. 136799
Billed Through 10/31/2017

OIG Investigation

13430-00001 AP

Balance Forward

Less Payments Received

Net Balance Forward

Blue Cking
ck#1284
11/15/17
Paid in Full
\$2,124.38
\$3,037.47
\$3,037.47

\$0.00

FOR PROFESSIONAL SERVICES RENDERED

10.16.17	ASP	Phone conference with Howard Clark	0.30 hrs	\$275/hr	\$82.50
10.16.17	ASP	Review of Inspector General Report for City of Pembroke Park	2.00 hrs	\$275/hr	\$550.00
10.17.17	ASP	Phone conference with Howard Clark regarding review of OIG investigative report and next steps	0.20 hrs	\$275/hr	\$55.00
10.19.17	ASP	Phone conference with Howard Clark regarding meeting	0.20 hrs	\$275/hr	\$55.00
10.19.17	ASP	Travel to Town of Pembroke Park; meeting with Town Attorney Ryan and Vice Mayor Clark regarding rebuttal to OIG	2.50 hrs	\$275/hr	\$687.50
10.24.17	ASP	Phone conference with Howard Clark; prepare correspondence to Chris Ryan	0.70 hrs	\$275/hr	\$192.50
10.25.17	ASP	Phone conference with Howard Clark regarding status of City response to OIG	0.20 hrs	\$275/hr	\$55.00
10.27.17	ASP	Phone conference with Commissioner Clark	0.70 hrs	\$275/hr	\$192.50
10.27.17	ASP	Review of OIG response to request for extension of time	0.10 hrs	\$275/hr	\$27.50
10.30.17	ASP	Phone conference with Howard Clark.	0.50 hrs	\$275/hr	\$137.50
10.31.17	ASP	Review of email correspondence from Howard Clark regarding workshop meeting.	0.10 hrs	\$275/hr	\$27.50

Total fees for this matter

7.50 hrs

~~\$2,062.50~~

BILLING SUMMARY

Parke, Andre S.	7.50 hrs	275.00 /hr	\$2,062.50
TOTAL FEES	7.50 hrs		\$2,062.50
ADMINISTRATIVE CHARGE			\$61.88
TOTAL CURRENT CHARGES FOR THIS INVOICE			\$2,124.38

THIS STATEMENT IS ATTORNEY WORK PRODUCT AND A CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION.



Sachs Sax Caplan accepts the above credit cards in payment for services.

Due Upon Receipt

Mail payments to: PO Box 810878, Boca Raton, FL 33481

A finance charge of 1% per month will be added to any unpaid balance over 60 days from invoice date.

SACHS SAX CAPLAN

Attorneys at Law
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487
TEL: 561.994.4499 FAX: 561.994.4985
TAX ID: 26-2950872

December 07, 2017

Howard Clark (Commissioner)
2425 Cheri Lane
Pembroke Park, FL 33009

Invoice No. 137534
Billed Through 11/30/2017

OIG Investigation

13430-00001 AP

Balance Forward \$2,124.38
Less Payments Received \$2,124.38

Net Balance Forward \$0.00

12/14/17
Blue Checking
ck# 1288
Paid in Full
\$2,104.42

FOR PROFESSIONAL SERVICES RENDERED

11.01.17	ASP	Travel to and attend City of Pembroke Park meeting.	1.60 hrs	\$275/hr	\$440.00
11.03.17	ASP	Review of letter from Ryan and Ryan.	0.10 hrs	\$275/hr	\$27.50
11.06.17	ASP	Phone conference with Howard Clark.	0.20 hrs	\$275/hr	\$55.00
11.06.17	ASP	Prepare response to OIG preliminary report.	2.20 hrs	\$275/hr	\$605.00
11.07.17	ASP	Phone conference with Howard Clark regarding response to OIG report.	0.30 hrs	\$275/hr	\$82.50
11.07.17	ASP	Prepare email correspondence to Chris Ryan.	0.10 hrs	\$275/hr	\$27.50
11.07.17	ASP	Review of Town of Pembroke Park response to OIG preliminary report.	0.20 hrs	\$275/hr	\$55.00
11.08.17	ASP	Phone conference with Howard Clark.	0.20 hrs	\$275/hr	\$55.00
11.09.17	ASP	Phone conference with Howard Clark regarding workshop.	0.20 hrs	\$275/hr	\$55.00
11.13.17	ASP	Review of email correspondence from Howard Clark regarding Town response OIG.	0.20 hrs	\$275/hr	\$55.00
11.13.17	ASP	Review of email correspondence from Chris Ryan and response to OIG report from the Town of Pembroke Park.	0.30 hrs	\$275/hr	\$82.50
11.15.17	ASP	Review of correspondence from legal counsel for Todd Larson. Phone conference with Howard Clark regarding OIG.	0.60 hrs	\$275/hr	\$165.00
11.17.17	ASP	Review final Town of Pembroke Park response to OIG inquiry.	0.20 hrs	\$275/hr	\$55.00
11.27.17	ASP	Review of email correspondence from OIG regarding report; Phone conferences with Howard Clark.	1.00 hrs	\$275/hr	\$275.00
Total fees for this matter			7.40 hrs		\$2,035.00

EXPENSES

1.30.17 FedEx; Invoice # 599292200; Courier Service to Michael Mee Deputy Inspector 11/7/17 \$8.37
from Andre Parke

Total expenses for this matter \$8.37

BILLING SUMMARY

Parke, Andre S.	7.40 hrs	275.00 /hr	\$2,035.00
TOTAL FEES	7.40 hrs		\$2,035.00
TOTAL EXPENSES			\$8.37
ADMINISTRATIVE CHARGE			\$61.05
TOTAL CURRENT CHARGES FOR THIS INVOICE			\$2,104.42

THIS STATEMENT IS ATTORNEY WORK PRODUCT AND A CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION.



Sachs Sax Caplan accepts the above credit cards in payment for services.

Due Upon Receipt

Mail payments to: PO Box 810878, Boca Raton, FL 33481

A finance charge of 1% per month will be added to any unpaid balance over 60 days from invoice date.

SACHS SAX CAPLAN

Attorneys at Law
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487
TEL: 561.994.4499 FAX: 561.994.4985
TAX ID: 26-2950872

January 05, 2018

Howard Clark (Commissioner)
2425 Cheri Lane
Pembroke Park, FL 33009

Invoice No. 137940
Billed Through 12/31/2017

OIG Investigation

13430-00001 AP

Balance Forward \$2,104.42
Less Payments Received \$2,104.42

Net Balance Forward \$0.00

Blue checking
1/15/18
CK# 1289
Paid in full

FOR PROFESSIONAL SERVICES RENDERED

12.01.17	ASP	Phone conference with Howard Clark regarding OIG.	0.30 hrs	\$275/hr	\$82.50
12.21.17	ASP	Review of Preliminary Inspector General Report. Phone conference with Howard Clark.	1.50 hrs	\$275/hr	\$412.50
12.27.17	ASP	Further Review of OIG Preliminary report.	0.70 hrs	\$275/hr	\$192.50
Total fees for this matter			2.50 hrs		\$687.50

BILLING SUMMARY

Parke, Andre S.	2.50 hrs	275.00 /hr	\$687.50
TOTAL FEES	2.50 hrs		\$687.50
ADMINISTRATIVE CHARGE			\$20.63
TOTAL CURRENT CHARGES FOR THIS INVOICE			<u>\$708.13</u>

SACHS SAX CAPLAN

Attorneys at Law
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487
TEL: 561.994.4499 FAX: 561.994.4985
TAX ID: 26-2950872

February 09, 2018

Howard Clark (Commissioner)
2425 Cheri Lane
Pembroke Park, FL 33009

Invoice No. 138999
Billed Through 02/28/2018

OIG Investigation

13430-00001 AP

Balance Forward	\$708.13
Less Payments Received	\$708.13
Net Balance Forward	\$0.00

FOR PROFESSIONAL SERVICES RENDERED

01.08.18	ASP	Phone conference with Howard Clark.	0.20 hrs	\$275/hr	\$55.00
01.09.18	ASP	Phone conference with Howard Clark regarding response to OIG.	0.40 hrs	\$275/hr	\$110.00
01.09.18	ASP	Review of OIG report. Prepare letter to Inspector General.	1.00 hrs	\$275/hr	\$275.00
01.17.18	ASP	Review of response from City of Pembroke Park. Phone conference with Aram Bloom, attorney for Todd Larson.	0.30 hrs	\$275/hr	\$82.50
01.19.18	ASP	Phone conference with Howard Clark regarding OIG response.	0.30 hrs	\$275/hr	\$82.50
01.22.18	ASP	Review of email correspondence from OIG regarding extension.	0.10 hrs	\$275/hr	\$27.50
02.02.18	ASP	Review of OIG Final Report of Pembroke Park mismanagement investigation	1.00 hrs	\$275/hr	\$275.00
02.02.18	ASP	Phone conference with Howard Clark regarding mismanagement investigation	0.20 hrs	\$275/hr	\$55.00
Total fees for this matter			3.50 hrs		\$962.50

BILLING SUMMARY

Parke, Andre S.	3.50 hrs	275.00 /hr	\$962.50
TOTAL FEES			\$962.50
ADMINISTRATIVE CHARGE			\$28.88
TOTAL CURRENT CHARGES FOR THIS INVOICE			\$991.38

RESOLUTION NO. 12-04-05

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING THE TOWN COMMISSION POLICY FOR REIMBURSEMENT OF LEGAL EXPENSES; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the Town Commission hereby adopts the policy for reimbursement of legal expenses as set forth in the attached Exhibit A, which is incorporated herein by reference.

Section 2: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 3: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 26th day of April, A.D., 2012.

ASHIRA A. MOHAMMED
Mayor-Commissioner

ATTEST:

ANNETTE WEXLER
Clerk-Commissioner

TOWN COMMISSION POLICY FOR REIMBURSEMENT OF LEGAL EXPENSES

April 26, 2012

Purpose:

To provide reimbursement of legal expenses to individual current and former Commissioners, and current and former Town employees, who prevail in civil lawsuits which seek relief against the respective individuals personally. (See Section 111.07, Florida Statutes.) The Town Attorney shall review each civil action filed in a personal capacity against a current or former Commissioner or Town employee and determine whether a conflict of interest would exist if the Town Attorney were to represent the individual. In all cases where the Town Attorney in his/her sole discretion determines that the case can be more expeditiously handled by the Town Attorney, the Town Attorney shall be available to provide such representation. However, a person covered by this policy has the option to be represented by outside counsel, and reasonable court costs and attorney's fees incurred in successfully defending against such actions shall be reimbursed, if authorized by Section 111.07, Florida Statutes.

To provide reimbursement of legal expenses to current and former Commissioners who successfully defend criminal charges filed against them where the conduct complained of arises out of or in connection with performance of official duties.

To provide reimbursement of legal expenses to individual current and former Commissioners, and current and former Town employees, who successfully defend against alleged ethics violations.

To provide reimbursement of legal expenses to current and former Town employees who successfully defend against criminal charges filed against them by the State of Florida, its agencies or Departments arising out of or in connection with the performance of that employee's official duties.

The terms "prevail" and "successfully defend" include those cases that end in settlement, provided no guilt was admitted. Reimbursement of attorney's fees will also be allowed in those cases where current and former Town employees followed established administrative policy, and also sought and followed the advice of the Town Attorney, regardless of the outcome of the litigation, so long as the current or former employee was acting within the scope of his or her employment.

To provide, upon approval by the Town Commission, for the retention of an outside attorney to be paid on a monthly basis.

Policy:

Current and former Commissioners and Town employees who have defended against and prevailed in civil actions filed against them personally shall be reimbursed for court costs and reasonable attorney's fees incurred in successfully defending against such actions if authorized pursuant to Section 111.07, Florida Statutes.

Current and former Commissioners who have successfully defended criminal charges filed against them where the conduct complained of arises out of or in connection with performance of official duties shall be reimbursed for reasonable private legal expenses incurred in successfully defending against such actions if such actions arose from the performance of official duties and while serving a public purpose.

Current and former Commissioners and Town employees, who defend against alleged ethics violations shall also be reimbursed for reasonable private legal expenses incurred in successfully defending against such actions if such actions arose from the performance of official duties and while serving a public purpose.

Current and former Town employees who defend against criminal charges filed against them by the State of Florida, its agencies or Departments shall be reimbursed for reasonable private legal expenses incurred in successfully defending against such actions if such actions arose out of or in connection with the performance of their official duties and while serving a public purpose.

Current and former Commissioners, and current and former Town employees may also request approval to retain an outside attorney to be paid on a monthly basis. Pursuant to Section 111.07, Florida Statutes, however, any attorney's fees paid from public funds for any officer, employee, or agent who is found to be personally liable by virtue of acting outside the scope of his or her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against such officer, employee, or agent after 180 days from the conclusion of the civil action. Any attorney's fees paid from public funds for any officer, employee, or agent who is found guilty or pleads nolo contendere in a criminal proceeding may be recovered by the Town in a civil action against such officer, employee or agent 180 days after the conclusion of the criminal proceeding.

Responsibility:

It shall be the responsibility of the individual to whom this policy applies to petition the Town Commission for reimbursement of reasonable private legal expenses and provide a copy to the Town Clerk. Upon receipt of the petition, the Town Clerk shall schedule the petition on the agenda of a meeting of the Town Commission. The Town Commission shall then review the petition and determine if the petitioner shall be reimbursed and, if so, in what amount.

It shall be the responsibility of the individual who desires to retain an outside attorney to be paid on a monthly basis to request approval by the Town Commission prior to retaining the outside attorney. Upon receipt of a request to retain an outside attorney, the Town Clerk shall schedule the request on the agenda of a meeting of the Town Commission. The Town Commission shall then review the request, and shall determine if the petitioner may retain an outside attorney, and if so, determine the amount that will be paid for the outside attorney's services.

It shall be the responsibility of the individual to pursue and exhaust all avenues for reimbursement prior to filing the above-referenced petition.

ORDINANCE NO. 18-10-03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO CHAPTER 2, ADMINISTRATION; PROVIDING FOR NEW ARTICLE IX RELATING TO INDEMNIFICATION OF MUNICIPAL OFFICIALS; PROVIDING FOR DEFINITIONS, PURPOSE, REIMBURSEMENT AND INDEMNIFICATION POLICY, RESPONSIBILITY OF OFFICIAL, NONLIABILITY OF TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; SUPERSEDING CONFLICTING ORDINANCES AND RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Town Commissioners, employees, appointees and agents, collectively referred to as “officials”, from time to time may be subject to claims brought against them for actions taken in the course and scope of their official duties and employment with the Town; and

WHEREAS, officials may also be subpoenaed or interviewed by another governmental agency or private party litigant in their capacity as Town official relating to investigations or legal actions regarding the Town; and

WHEREAS, the policy of having Town provide legal representation to officials when such actions are brought against them serves the substantial public interest of protecting the welfare of officials, thereby permitting those officials to faithfully perform their official duties without fear of civil reprisal or retribution; and

WHEREAS, the principal of providing legal representation to government officials is recognized by the Florida courts under the common law and has been affirmatively established by the Florida legislature in Section 111.07, Florida Statutes; and

WHEREAS, the Town Commission previously adopted a resolution which established a policy for indemnification of officials; and

WHEREAS, the Town Commission desires to reaffirm and clarify the provisions of the indemnification policy for officials and incorporate the indemnification policy in the Town Code of Ordinances.

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

Section 1: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a new article in Chapter 2 to be entitled “Article IX, Indemnification of Town Officials.”

Section 2: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 2-275, which section reads as follows:

“Sec. 2-275. Definitions.

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

Official shall mean every Town Commissioner, officer, agent, employee or appointee of Town, whether elected, appointed or employed, with or without compensation.

Indemnification shall include the payment of all expenses and losses, including reasonable legal fees, paid, incurred or imposed upon an official as a result of any litigation or proceeding.

Expense shall include any monies paid by an official and incurred when subpoenaed or interviewed as a witness or in the defense or settlement of any litigation or proceeding, including but not limited to, legal fees, costs of litigation, and the amount of any settlement, judgment or verdict.”

Section 3: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 2-276, which section reads as follows:

“Sec. 2-276. Purpose.

The purpose for reimbursement of legal expenses for officials by Town is as follows:

(a) To provide reimbursement of legal expenses to officials who prevail in civil lawsuits which seek relief against the respective official personally (See Section 111.07, Florida Statutes). The Town Attorney shall review each civil action filed in a personal capacity against an official and determine whether a conflict of interest would exist if the Town Attorney were to represent the official. In all cases where the Town Attorney in his or her sole discretion determines that the case can be more expeditiously handled by the Town Attorney, the Town Attorney shall be available to provide such representation. However, an official covered by this policy has the option to be represented by outside counsel, and reasonable court costs and attorney’s fees incurred in successfully defending against such actions shall be reimbursed, as authorized by Section 111.07, Florida Statutes, and this article.

(b) To provide reimbursement of legal expenses to officials who successfully defend against alleged ethics violations complained of which arises out of or in connection with

performance of official duties and while serving a public purpose.

(c) To provide reimbursement of legal expenses to officials who successfully defend against criminal charges filed against them by the State of Florida, its agencies or Departments arising out of or in connection with the performance of official duties and while serving a public purpose.

(d) To provide reimbursement of legal expenses to officials who are subpoenaed or interviewed by another governmental office or agency (or an investigator or agent thereof) or are called as a witness in litigation regarding the Town for matters arising out of or in connection with the performance of the official duties and while serving a public purpose.

(e) The terms “prevail” and “successfully defend” include those cases that end in settlement, provided no guilt was admitted. Reimbursement of attorney’s fees will also be allowed in those cases where the official followed established administrative policy, and also sought and followed the advice of the Town Attorney, regardless of the outcome of the litigation, so long as the official was acting within the scope of his or her employment and while serving a public purpose.

(f) To provide, upon approval by the Town Commission, for the retention of an outside attorney to be paid on a monthly basis.”

Section 4: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 2-277, which section reads as follows:

“Sec. 2-277. Reimbursement and indemnification policy.

The policy for reimbursement and indemnification of officials is as follows:

(a) Officials who have defended against and prevailed in civil actions filed against them personally shall be reimbursed for court costs and reasonable attorney’s fees incurred in successfully defending against such actions if authorized pursuant to Section 111.07, Florida Statutes.

(b) Officials who have successfully defended criminal charges filed against them where the conduct complained of arises out of or in connection with performance of official duties shall be reimbursed for reasonable private legal expenses incurred in successfully defending against such actions if such actions arose from or were in connection with the performance of official duties and while serving a public purpose.

(c) Officials who successfully defend against alleged ethics violations shall also be

reimbursed for reasonable private legal expenses incurred in successfully defending against such actions if such actions arose from or were in connection with the performance of official duties and while serving a public purpose.

(d) An official who is subpoenaed or interviewed by another governmental office or agency (or an investigator or agent thereof) or in connection with litigation against the Town shall be reimbursed for reasonable private legal expenses incurred relating to said subpoena or interview provided such actions arose out of or in connection with the performance of their official duties and while serving a public purpose.

(e) Officials may also request approval to retain an outside attorney to be paid on a monthly basis relating to the matters contained in this section. Pursuant to Section 111.07, Florida Statutes, however, any attorney's fees paid from public funds for any official who is found to be personally liable by virtue of acting outside the scope of his or her official capacity, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against such official after 180 days from the conclusion of the civil action. Any attorney's fees paid from public funds for an official who is found guilty or pleads no contender in a criminal proceeding may be recovered by the Town in a civil action against such official after 180 days after the conclusion of the criminal proceeding."

Section 5: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 2-278, which section reads as follows:

"Sec. 2-278. Responsibility of official.

(a) It shall be the responsibility of the official to whom this policy applies to petition the Town Commission for reimbursement of reasonable private legal expenses and provide a copy of the petition to the Town Clerk. Upon receipt of the petition, the Town Clerk shall schedule the petition on the agenda of a meeting of the Town Commission. The Town Commission shall then review the petition and determine if the petitioner shall be reimbursed and, if so, in what amount.

(b) It shall be the responsibility of the official who desires to retain an outside attorney to be paid on a monthly basis to request approval by the Town Commission prior to retaining the outside attorney. Upon receipt of a request to retain an outside attorney, the Town Clerk shall schedule the request on the agenda of a meeting of the Town Commission. The Town

Commission shall then review the request, and shall determine if the petitioner may retain an outside attorney, and if so, determine the amount that will be paid for the outside attorney's services.

(c) It shall be the responsibility of the individual to pursue and exhaust all avenues for reimbursement prior to filing the above-referenced petition."

Section 6: That the Code of Ordinances of the Town of Pembroke Park, Florida is hereby amended by adding a section, to be numbered 2-279, which section reads as follows:

"Sec. 2-279. Nonliability of Town.

The obligation of the Town under this section shall extend only to the officials, and nothing in this section shall extend the liability of the Town to the general public, and no act or omission under this section shall constitute any waiver of defenses or any admission of liability to the general public."

Section 7: That in the event any section, paragraph, sentence or word of this Ordinance or application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, that invalidity shall not affect the other sections, paragraphs, sentences or words or application of this Ordinance.

Section 8: That it is the intention of the Town Commission of the Town of Pembroke Park, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Pembroke Park's Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 9: That all Ordinances, or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 10: That this Ordinance shall be in force and take effect immediately its passage and adoption.

PASSED AND ADOPTED on First Reading the 12th day of September, 2018.

PASSED AND ADOPTED on Second Reading the 10th day of October, 2018.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

NATASHA JOSEPH
Deputy Town Clerk

VOTE

ASHIRA MOHAMMED	YES
GEORGINA COHEN	YES
HOWARD P. CLARK, JR.	YES



BROWARD LEAGUE OF CITIES



63rd Annual Gala

Margaritaville Beach Resort | May 16, 2020

MUNICIPAL SPONSORSHIP LEVELS & BENEFITS

PREMIER SPONSOR | \$5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event Program (5.5"H x 8.5"W)
- Prominent Screen Recognition at Event & on League Website
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Social Media Recognition
- Pre & Post Event Press Release Recognition

MINIMUM SPONSOR | \$2,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- Company Listing in Event Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE OF CITIES 63RD ANNUAL GALA AT THE FOLLOWING LEVEL:

_____ **PREMIER SPONSOR.....\$5,000**

_____ **MINIMUM SPONSOR.....\$2,500**

City: _____

Contact: _____

Address: _____

City, State, Zip Code: _____

Phone: _____ **Email:** _____

Ad Deadline is May 1, 2020 at 12:00 Noon.

Please complete and return to:

**Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301**

For additional information, please call 954.357.7370 or email mltighe@browardleague.org